



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COMMUNITY ROOM
226 CYPRESS LANE
SEPTEMBER 22, 2016
6:30 P.M.**

COUNCIL

- Mayor Bev Smith
- Vice Mayor Joni Brinkman
- Council Member Doug Gunther
- Mayor Pro Tem Patti Waller
- Council Member Liz Shields

ADMINISTRATION

- Village Manager Richard Reade
- Village Attorney Glen Torcivia
- Village Clerk Susan Caljean

**CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE**

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

1. Approval of September 8, 2016 Council Meeting minutes
Staff: Susan Caljean, Village Manager's Office
2. Approval of Library Board Appointment
Staff: Susan Caljean, Village Manager's Office
3. Approve PC Controls for Repair and Calibrations Services – Piggyback – Public Service Department (FY 2016 Budget Funded)
Staff: David Harden, Acting Director of Public Service
4. Resolution No. 2016-71 – Interlocal Agreement – Information System Services (ISS) - Palm Beach County

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE AN INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BY AND

BETWEEN THE VILLAGE OF PALM SPRINGS AND PALM BEACH COUNTY; AND PROVIDING AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

- 5. Resolution No. 2016-66 - Interlocal Agreement - Coordination of Towing Services –Town of Lake Clarke Shores

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF LAKE CLARKE SHORES FOR TOWING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Staff: Tom Ceccarelli, Police Chief

- 6. Renewal of Temporary License Agreement – 3945 Davis Road – Bayside Pool Service

Staff: Kim Glas-Castro, Director, Land Development

- 7. Facility Use Agreement – Elite Soccer Academy

Staff: Bill Golson, Director, Leisure Services

End of Consent agenda.....

Motion	Second	Vote
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PRESENTATIONS

- 8. Award of Property Improvement Program (PIP) Matching Grant Monies

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

- 9. ORDINANCE No. 2016-14 (SECOND READING) – FY 2017 Millage Rates – Operating and Debt Service

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2016/2017; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

Motion	Second	Roll Call
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- 10. ORDINANCE No. 2016-15 (SECOND READING) – FY 2017 Budget

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR REPEAL OF CONFLICTING

ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

Motion	Second	Roll Call
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- 11. ORDINANCE No. 2016-13 (SECOND READING) – Village Code Amendment – Off Duty Police Detail

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, PROVIDING FOR AN AMENDMENT TO CHAPTER 46 “OFFENSES AND MISCELLANEOUS PROVISIONS”; SECTION 46-4 “OFF-DUTY POLICE DETAIL”; TO CLARIFY CERTAIN REQUIREMENTS AND FEES FOR OFF-DUTY POLICE DETAILS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Tom Ceccarelli, Police Chief

Motion	Second	Roll Call
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- 12. Resolution No. 2016-68 - Abandonment of a portion of Cross Street
To be continued to the October 13, 2016 Village Council meeting
Staff: Kim Glas-Castro, Director, Land Development

Motion	Second	Vote
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- 13. Resolution No. 2016-69 - Final Plat – Water’s Edge Dermatology - 2669 Forest Hill Boulevard (Lakeshore Center)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE FINAL PLAT, WITH CONDITIONS, FOR WATER’S EDGE DERMATOLOGY, SUBMITTED BY KEVIN MCGINLEY, AGENT FOR THE OWNER LAKESHORE CENTER, LLC. LOCATED AT 2685 FOREST HILL BOULEVARD, IN THE LAKESHORE CENTER; AND PROVIDING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Director, Land Development

Motion	Second	Vote
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- 14. Resolution No. 2016-70 - Extension of the Village Future Annexation

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING AND CONFIRMING AN AMENDED FUTURE ANNEXATION AREA FOR THE VILLAGE OF PALM SPRINGS.

Staff: Kim Glas-Castro, Director, Land Development

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR COUNCIL MEETING

OCTOBER 13, 2016 AT 6:30 P.M.

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.



**VILLAGE COUNCIL MINUTES
MEETING, COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
SEPTEMBER 8, 2016 at 6:30 P.M.**

Mayor Bev Smith called the regular meeting of the Village Council to order at 6:32 p.m.

Present: Mayor Bev Smith, Mayor Pro Tem Waller, Council Member Gunther, Council Member Shields, Village Manager Richard Reade, Village Attorney Glen Torcivia, Village Clerk Susan Caljean.

Staff present: Police Chief Tom Ceccarelli, as Sergeant at Arms, Land Development Director, Kim Glas-Castro, Finance Director, Rebecca L. Morse, Library Director, Suvi Manner.

Absent: Vice Mayor Brinkman and Acting Public Services Director, David Harden

The Invocation was given by Village Manager Reade, followed by the Pledge of Allegiance led by Mayor Pro Tem Waller.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Mayor asked if there were any additions, deletions or modifications to the agenda. Village Manager Reade stated that there were none.

Mayor Smith asked for a motion to approve the agenda as presented. Council Member Shields made a motion to approve, seconded by Mayor Pro Tem Waller. Motion carried 4-0.

CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

Mayor Smith opened the meeting up for public comment.

1. Approval of Minutes of the Regular Council Meeting of August 11, 2016.
2. Resolution No. 2016-65 – Interlocal Agreement - Law Enforcement Special Duty - Town of Lake Clarke Shores

Village Manager Reade stated that under Florida Statutes, specifically the Florida Mutual Aid Act, law enforcement agencies can enter into a combined mutual aid agreement for the following:

1. Law enforcement service, which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines
2. Rendering of assistance in a law enforcement emergency

On July 19, 2016, the Village Council approved a renewal of a current Mutual Aid Agreement that will continue until January 31, 2021. This Agreement enables the Village's Police Department to provide (and receive) support and assist(ance) in the form of law enforcement services and resources to adequately respond to intensive and emergency situations and for continuing, multi-jurisdictional law enforcement problems, to protect the public peace and safety and preserve the lives and property of those within the Village.

Additionally, state law provides public agencies with the ability to enter into interlocal agreements for the performance of service functions of public agencies. As a result, in February 2007, the Village and the Town of Lake Clarke Shores signed an Interlocal Agreement that would enable the Town's police officers to work special duty details within the Village of Palm Springs. The Town's police staff has provided excellent service and their assistance has proven to be beneficial when the Village has additional "details" that our staff is unable to fill.

As a result of the changes to the Village's special/extra duty detail rates, the Police Department is recommending that the Interlocal Agreement be amended as follows:

1. Remove the previous fee to be collected for details as the hourly rate has been amended and will be determined in the future by the Village's fee schedule for special/extra duty details
2. Outline the hourly fee (per officer) that the Village will pay the Town of Lake Clarke Shores for all volunteered details - standard hourly detail rate and holiday/special event hourly detail rate
3. Remove language outlining the Town's responsibilities for payment to their officers

The Town of Lake Clarke Shores has previously considered the proposed amendments and approved the proposed Resolution on August 23, 2016.

The proposed amended agreement has been reviewed by the Police Chief and the Village Attorney and is recommended for approval.

FISCAL IMPACT:

There is no direct fiscal impact to the Village as a result of the proposed agreement.

3. Appointments to the Land Development Board

Village Manager Reade stated that currently, there is one (1) vacancy on the Land Development Board due to the resignation of a regular member.

Mr. James Mandigo, Junior Alternate Member, has expressed an interest and willingness to serve as a Regular Member on the Board to fill the vacant seat. The Senior Alternate Member did not have an interest in moving up at this time. Mr. Mandigo has been a valuable asset to the Board's discussions. The appointment, if approved, would expire on January 25, 2018.

Additionally, current Regular Member Richard Hughes and Senior Alternate Peter Braun terms are expiring, and both have indicated a willingness to continue to serve and have been valuable assets to this Board. If approved, Mr. Hughes would serve a 3-year term (Expiring January 25, 2019) and Mr. Braun would serve a 1-year term (Expiring January 25, 2017).

Further, if Mr. Mandigo's appointment is approved, there will be one (1) Junior Alternate Member vacancy on the Land Development Board. Ms. Bonni Funt has submitted an application expressing her interest in serving as an Alternate Member. If approved, Ms. Funt would serve a 1-year term (Expiring January 25, 2017).

If all of the appointments are approved, there would not be any vacancies on the Land Development Board.

FISCAL IMPACT:

The proposed appointments do not have a fiscal impact to the Village.

4. Appointment to the Library Board

Village Manager Reade stated that currently, there are two (2) vacancies for Regular Members on the Library Board.

Mr. David Devor has submitted an application expressing his interest in serving as a Regular Member. If approve, Mr. Devor would serve a 3-year term (Expiring April 24, 2017).

If approved, there would be one (1) vacancy for a Regular Member on the Library Board.

FISCAL IMPACT:

The proposed appointment does not have a fiscal impact to the Village.

5. Appointment to the Police Pension Board of Trustees

Village Manager Reade stated that currently, there is one (1) vacancy for a Resident Member on the Police Pension Board of Trustees.

Ms. Dawn Cox has submitted an application expressing her interest in serving as a Resident Member. If approved, Ms. Cox would serve a 2-year term (Expiring October 1, 2018).

Note: Ms. Cox was a valuable member of the Land Development Board, however, she was required to resign due to an inability to serve on multiple boards and/or committees.

If approved, there would not be any vacancies on the Police Pension Board of Trustees.

FISCAL IMPACT:

The proposed appointment does not have a fiscal impact to the Village.

6. Approve Contract Award - Independent Auditing Services (RFP #2016R-006)

Village Manager Reade stated that on August 4, 2016 the Village issued a Request for Proposals (RFP) for Independent Auditing Services (RFP 2016R-006) in an effort to solicit proposals from qualified audit firms to perform the Village's annual independent audit as required by Section 218.39 of the Florida Statutes.

Additionally, in an effort to evaluate the bids prior to issuance of the RFP (in accordance with state law), the Village Council (on July 28th) appointed five (5) employees to serve on the Village's Independent Auditing Services Selection Committee. The Committee included representatives from the Public Services Department, Police Department, Leisure Services Department and the Finance (Purchasing) Department.

As required by State Statute, the Audit Selection Committee met on August 2nd, 2016, as required by state law, and established factors to be used for the evaluation of the audit services to be provided to the Village. These factors were then be included into the Request for Proposals (RFP #2016R-006) for Independent Auditing Services, which was publicly advertised and made available for interested firms to review and provide proposals.

As a result, the Village received responses from the following three (3) firms:

- Caler, Donten, Levine, Cohen, Porter & Veil, PA – West Palm Beach, FL
- Nowlen, Holt & Miner, PA – West Palm Beach, FL
- Rehmann – Boca Raton, FL

Following receipt of the proposals, the Committee met on September 1, 2016, and after being properly noticed (i.e., Posted on the Public Notification Board and the PBC Inspector General's Office) and in accordance with state law, evaluated each firm's response based on the following:

- Technical Criteria –including experience, qualifications, past performance
- Audit Approach – including planning, timeline, and communication
- Local preference – within Palm Beach County
- Established Drug Free Work Place Program
- Pricing

As a result, the Committee has recommended Caler, Donten, Levine, Cohen, Porter & Veil, PA to serve as the Independent Auditing Firm for the Village. If approved, the proposed term would be for five (5) years beginning with the fiscal year ending September 30, 2016, with the option to renew the contract and agreement for an additional five (5) year period, at the sole discretion of the Village.

Note: Various items were discussed during the Selection Committee meeting where the proposals received by the Village from the two (2) firms that are not being recommended had minor variations. The Committee did not determine that either of the proposals was non-responsive. As a result, the Village Manager, in accordance with (4)(b) of Section 58.5 of the Village code – Waiver of irregularities, concurs with the Selection Committee's recommendation.

The proposed Agreement was prepared by the Village Attorney and reviewed by the Finance Director.

The Village has worked with this auditing firm previously and they have provided excellent service and a quality product.

FISCAL IMPACT:

Funds to support this service are available within the FY 2016 & FY 2017 General Fund and Water & Sewer Enterprise Fund Budgets.

7. Approve Fuel Management System Purchase Agreement

Village Manager Reade stated that the Public Service Department has a need to replace our fuel management system as our current system is becoming increasingly unreliable. At times, the system has not operated properly for several days while waiting for a technician to repair it. To ensure the lowest possible price, staff is recommending that the Village utilize the National Joint Powers Alliance (NJPA) contract award to Syntech (for their Fuelmaster system). This selection by the National Joint Powers Alliance (NJPA) was completed through a competitive selection process - Fleet Management and Related Technology Solutions (RFP#051613) – on May 16, 2013.

If approved, the Village would accept Syntech System's pricing by utilizing the National Joint Powers Alliance (NJPA) contract including all terms, conditions, and pricing therein. The term of the contract is set to expire on July 17, 2017.

The proposed total price, including equipment for 200 vehicles, is as follows:

. Fuel Master (FMU 3505) \$69,450.98

Note: The Village is an official member of the NJPA (Member#85582) and we are eligible to join members across the United States to combine our purchasing needs within the Cooperative to receive the best (lowest) purchasing prices possible. Additionally, the dealer for the Syntech in Florida is Guardian Fueling Technologies.

Under the Village Purchasing Code, Section 58-8. Cooperative Purchasing., the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this Purchasing Code.

The Village has not worked with the proposed vendor previously, however, we have spoken with nine (9) current users of the Fuel Master system as well as conducted an onsite visit to the City of Greenacres (purchased the system in 2014) and they have confirmed that the vendor provided good to excellent service and a quality product.

FISCAL IMPACT:

Funding to support the proposed purchase is available with the FY 2016 Budget – Water & Sewer Fund - Machinery and Equipment. A budget transfer from the Water & Sewer Fund – Contingency may be completed to assist in supporting this cost.

- 8. Approve Contract Award – Invitation to Bid #2016B-004 - Village Complex Center Painting of Metal Roofs, Overhangs, Doors, Windows, Trim, Facades, Rollup Doors, Etc.

Village Manager Reade stated that the Public Service Department has determined a need to paint the roofs and trim and seal all windows within the Village Center Complex. To ensure the lowest possible price, staff issued an Invitation to Bid (ITB) on August 4, 2016 for the painting of the metal roofs, overhangs, doors, windows, trim, facades, rollup doors, etc. of all buildings within the Village Center Complex, including Village Hall, Library, Public Safety, Concession Stand, six (6) dugouts and six (6) other structures with teal trim. This process by the Village was completed through a competitive selection process - Painting Of Metal Roofs, Overhangs, Doors, Windows, Trim, Facades, Rollup Doors, etc. (ITB #2016B-004) - on August 22, 2016.

The Village received the following eight (8) bid proposals:

Vendor	Bid Amount	Comments
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Asistencia Domiciliaria Integra Corp. - Miami	\$77,700	
Best Build, LLC - North Palm Beach	\$66,450	Non-responsive – bid was faxed. ITB Sec 2, “Faxed bids are not acceptable.”
Copper Stone C&D Corp. - West Palm Beach	\$77,500	
Critical Path Construction - Riviera Beach	\$90,651	
Cunano Builders Corp. - Miami	\$78,000	
P2M General Construction - Davie	\$84,930	
Painting Concepts - Boynton Beach	\$150,620	Non-responsive – bid forms B, D, and E were not completed. ITB Sec 2 “All bid forms must be completed in full.”
Shamrock Restoration - Brooksville	\$66,977	

After review of the eight (8) bids received, the Acting Public Service Director and the Finance Director have determined that Shamrock Restoration Services provided the lowest responsive bid - two (2) bids were deemed non-responsive.

Note: Following review of all submitted bids, it was identified that Shamrock checked the general statement that they had no conflict of interest. However, they overlooked checking the following three statements affirming that they had no conflict of interest as defined in various ordinances and statutes. The proposed contractor as provided a revised Statement outlining that they do not have any conflict as so defined. As a result, the Acting Public Service Director has recommended to waive this irregularity and the Village Manager, in accordance with (4) (b) of Section 58.5 of the Village code – Waiver of irregularities, concurs with this recommendation.

The Village has not worked with the proposed vendor; however, staff has received a positive reference from with the City of Tamarac and Polk County. Both references stated that the projects were completed on time and within budget and that the quality of the work was excellent. The City of Tamarac further stated that Shamrock was better than other painting companies they have used previously.

FISCAL IMPACT:

Funding to support this project under the proposed contract is available within the FY 2016 Budget – General Fund.

9. Approve Sodium Hypochlorite Purchase Agreement - Piggyback - Public Service Department

Village Manager Reade stated the Public Service Department, throughout the year, has

a need to select a vendor to purchase sodium hypochlorite, a disinfectant, which is a requirement of the Village's water treatment process; thus, enabling the Village to provide safe potable (drinking) water to our customers.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current City of Stuart's contract awarded to Allied Universal Corporation. This selection by the City of Stuart was completed through a competitive selection process - Chemicals: Water Treatment/Water Reclamation Facility (ITB 2015-293) - on September 14, 2015.

The proposed price provided is as follows:

. Sodium Hypochlorite (Bulk)	\$0.568/Gal
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Note: The proposed price provided by Allied Universal Corporation is \$0.202/gal less than our current price and is projected to provide \$30,000 in savings annually.

If approved, the Village would accept Allied Universal Corporation's pricing by piggybacking off the City of Stuart's contract including all terms, conditions and pricing therein. The initial term of the contract is set to expire on September 30, 2016. Additionally, the City of Stuart Agreement provides for two (2) additional one year extensions renewal options. In the event the City of Stuart extends their Agreement for one or both of the one year extension periods, the Village's Agreement shall automatically extend for the same term.

As cited under the Village Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The Village has worked with the proposed vendor previously and has provided excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchase under this proposed contract are available within the FY 2017 Water & Sewer Enterprise Fund - Chemicals.

10. Approve Task Order #205 - Professional Engineering Services – Library HVAC System Improvements Design and Construction Documents – Calvin, Giordano & Associates

Village Manager Reade stated that the Public Service Department is requesting approval of Task Order #205 with Calvin, Giordano & Associates for the engineering design of the Library's Heating Ventilation and Air Conditioning (HVAC) System

Improvement.

Currently, the Library's HVAC system is comprised of nine (9) compressor units supplying refrigerant to seven (7) air handlers which send cooled air to various parts of the Library. Only three of these components are less than ten years old, and one air handler is actually 28 years old - far beyond the normal life of air conditioning system components.

The Library's system was evaluated by a consultant, Johnson, Levinson, Ragan, Davila, Inc. (JLDA), to identify the different options for replacing (and properly constructing) the air conditioning system within the Village of Palm Springs Library HVAC Assessment Report. The report recommends the Village convert to a capacity consolidation system based on the analysis of expected energy costs savings that would be experienced.

Staff recommends the approval of Task Order #205 with Calvin, Giordano & Associates in the amount of \$50,032.50 for design, specifications, bidding and construction administration for the Library HVAC System Improvements. It is estimated that the design work will take approximately four (4) months from the date the Task Order is authorized.

The proposed Change Order has been prepared by Calvin, Giordano & Associates and has been reviewed by the Acting Public Service Director.

FISCAL IMPACT:

Funding to support this Task Order is proposed within the FY 2017 Budget – General Fund - Machinery and Equipment.

11. Approve Change Order #1 to Task Order #206 – Professional Engineering Services - Canal 11 Road Design and Construction Engineering Services – Keshavarz Associates

Village Manager Reade stated that on July 14, 2016, Council approved Task Order #206 with Keshavarz Associates to serve as the Village's engineering consultant for the design and construction engineering for Canal 11 Road in the amount of \$65,200. The Task Order enables the engineer to also coordinate with Palm Beach County (PBC) and the Lake Worth Drainage District (LWDD) on resolving right-of-way issues related to this road.

Subsequently, on August 16, 2016, Public Service staff and our consultant met with the LWDD to discuss proposed cross sections of the road together with right-of-way issues. In the course of this meeting the LWDD requested that the Village provide cross sections of the canal and road for their design purposes. The District is requiring these cross sections to determine how to shift the canal to the north in order to provide adequate space for the road and to meet design standards.

The original scope of work provided within Task Order #206 by our consultant did not include canal cross sections. As a result of the additional requested surveying

information, the existing task order is being requested to be increased by \$3,000 (Change Order #1).

The proposed Change Order has been prepared by Keshavarz Associates and has been reviewed by the Acting Public Service Director.

FISCAL IMPACT:

Funding to support this additional cost for Task Order #203 is available within the FY 2016 Budget – General Fund.

12. Approve Change Order #1 to Task Order #203 Professional Engineering Services - Road Construction and Paving of Childs Street, Erie Terrace, Lone Pine Way, and Sally Lane – Keshavarz Associates

Village Manager Reade stated that on August 11, 2016, Council approved a contract with Hardrives Paving, Inc. to construct and pave four (4) unpaved roads within the Village – Childs Street, Erie Terrace, Lone Pine Way, and Sally Lane for the amount of \$240,631.60. Public Service staff has requested that our engineering consultant, Keshavarz Associates, work with Hardrives Paving to find ways to reduce this cost.

As part of the design process to determine the general condition of the underlying soils, one soil boring performed for each of the four (4) streets. Based on the results of these borings our consultant believes it may be possible to use the existing base on Sally Lane and Erie Terrace without having to construct a compacted subbase and a lime rock base before paving the top layer of asphalt. It has been found that Sally Lane actually has some old asphalt below the dirt layer on top and Erie Terrace has several inches of asphalt millings which have been placed there over the years to stabilize it. Thus, there is an opportunity to reduce the total project cost.

However, to determine the existing conditions of these unpaved roads and if the total project scope and cost can be reduced, additional soil borings are required. Keshavarz Associates was contracted via Task Order #203 for the design and construction engineering of these four (4) unpaved roads in the amount not to exceed \$24,750. As a result of the proposed additional soil borings and any resulting necessary project revisions, the existing task order is being requested to be increased by \$5,000 (Change Order #1).

The proposed Change Order has been prepared by Keshavarz Associates and has been reviewed by the Acting Public Service Director and determined that the potential savings will greatly exceed the \$5,000 cost.

FISCAL IMPACT:

Funding to support this additional cost for Task Order #203 is available within the FY 2016 Budget – General Fund.

Mayor Smith asked for a motion to approve the consent agenda, a motion was made by Council Member Gunther, and seconded by Mayor Pro Tem Waller. Motion carried 4-0.

Presentations

13. Presentation of "Citizen Heroism Awards" - to Mr. Alessandro Medina and Ms. Shelby Obermeier. Mayor Smith presented the Proclamations. The Palm Beach County Fire-Rescue Battalion Chief Matthew Gaffney also presented the two with awards.

Village Manager Reade stated that every summer, the Village hosts a summer camp for over 100 children each week. During this important community program, the Village hires and trains a number of Camp counselors to assist in ensuring the oversight and safety of our campers. Some of the training that is provided to our counselors includes programming skills, conflict resolution and team-building activities as well as first aid, CPR and AED training.

Recently, we experienced an incident where a camper was choking on a piece of popcorn and a fellow camper and a counselor came to his rescue and saved his life.

As a result, the Mayor, the Village Council, the Village's Parks and Recreation Director, Bill Golson and PBC Fire-Rescue Battalion Chief Matthew Gaffney will present two "Citizen Heroism Awards" to Mr. Alessandro Medina and Ms. Shelby Obermeier for their acts of heroism during the first week of Summer Camp and helping to save the life of fellow camper.

14. Hispanic Heritage Month –

Mayor Smith read and presented the proclamation to the Chair of the Hispanic Heritage Commission and Board Members, they invited everyone to attend the Hispanic Festival September 17 & 18th.

Public Hearings

15. Ordinance No. 2016-14 - Establish FY 2016-2017 Millage Rates - Operating & Debt Service

Village Manager Reade stated that the Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY) beginning October 1, 2016 and ending September 30, 2017. Additionally, the Council is requested to consider certifying the Village's taxable values to the PBC Property Appraiser as well as other related financial information:

- . Gross taxable property value for the FY 2017 is \$913,864,847 – an increase of \$93,988,249 over FY 2016
- . The Village's proposed FY 2017 General Fund operating millage is \$3.9000 per \$1,000 of taxable value or an increase of 10.08% over the rolled-back rate
- . Rolled-back rate is calculated at \$3.5428 per \$1,000 of taxable value
- . Total taxable value within the Village to calculate the debt service millage rate is \$916,187,067; thus, the proposed millage rate required to pay the Village's general obligation debt for FY 2017 is \$0.4930 per \$1,000 of taxable value
- . Proposed operating millage rate of \$3.9000 per \$1,000 of assessed valuation and the voted debt service millage rate of \$0.4930 per \$1,000 of taxable value provide for a total millage rate of \$4.3930
- . The proposed combined millage rates for FY 2017 (3.9000 operating + .4930 debt) are .0554 mills lower than the approved combined millage rates for FY 2016 (3.9000 operating + 0.5484 debt)

If approved on 1st reading, the proposed FY 2017 millage rate ordinance will be presented for consideration on 2nd and final reading during the Village Council's meeting on September 22nd.

Note: Staff will submit the required Form DR-420 – Certification of Taxable Value and the Form DR-420Debt – Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector and the State of Florida following final approval.

FISCAL IMPACT:

The proposed combined millage rates (4.3930) for FY 2017 (3.9000 operating + .4930 debt) are .0554 mills lower than the approved combined millage rates for FY 2016 (3.9000 operating + 0.5484 debt).

Mayor opened the meeting to the public. There were no public comments.

Village Attorney Torcivia read the Ordinance by title. Mayor Smith asked for a motion to approve Ordinance 2016-14, a motion was made by Mayor Pro Tem Waller, seconded by Council Member Gunther. Motion carried 4-0.

16. Ordinance 2016-15 - Adopt FY 2016-2017 Budget

Village Manager Reade stated that in accordance with the Village Charter and state law, the proposed ordinance establishes the balanced annual budget for the Village of Palm Springs in the amount of \$37,966,444 for Fiscal Year (FY) beginning October 1, 2016 and ending September 30, 2017. The proposed FY 2017 Budget is comprised of the following funds:

General Fund Budget	\$18,363,217
Debt Service Fund Budget	\$ 429,125
Water and Sewer Enterprise Fund Budget	\$18,801,280
Stormwater Enterprise Fund	\$ 372,822

The Village Council held a budget workshop on July 28, 2016 to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes this budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function, as they will appear in the budget summary advertisement that will be published in the Palm Beach Post on September 19, 2016 and posted on the Village's website – www.vpsfl.org – in accordance with state law.

If approved on 1st reading, the proposed FY 2017 Budget ordinance will be presented for consideration on 2nd and final reading during the Village Council's meeting on September 22nd.

FISCAL IMPACT:

The proposed ordinance establishes the operating budget for the General Fund, Debt Service Fund, Water and Sewer Enterprise Fund and the new Stormwater Enterprise Fund for the fiscal year beginning October 1, 2016 and ending September 30, 2017.

Mayor opened the meeting to the public. There were no public comments.

Village Attorney Torcivia read the Ordinance by title. Mayor Smith asked for a motion to approve Ordinance 2016-15, a motion was made by Council Member Shields, seconded by Pro Tem Waller. Motion carried 4-0.

17. Resolution No. 2016-67 - FY 2016 General Fund Budget Amendment

Village Manager Read stated that the Finance Department is proposing a FY 2016 Budget Amendment to appropriate General Fund balance and higher than expected revenues that have been received to support the following expenditures:

- Recognize an increase in Police grant and building permit revenues
- Purchase a Police Department Thermal imaging camera
- Purchase a Police in-car camera wi-fi system
- Funding to support roadway paving and striping costs
- Purchase of new tractor

Note: All purchases outlined within the proposed FY 2016 Budget Amendment, if approved, will be completed in accordance with the Village's purchasing policy.

The proposed budget amendment was prepared by the Finance Director with the

assistance of various Department Directors and staff.

FISCAL IMPACT:

The proposed FY 2016 Budget Amendment, if approved, would increase the approved General Fund's budget from \$16,595,746 to \$16,700,412 (a \$104,666 increase).

Mayor opened the meeting to the public. There were no public comments.

Village Attorney Torcivia read the resolution by title. Mayor Smith asked for a motion to approve Resolution 2016-67, a motion was made by Council Member Gunther, seconded by Council Member Shields. Motion carried 4-0.

18. Ordinance 2016-12 - Comprehensive Plan Text Amendment – “College-Hospital Overlay” (CHO) District - South Congress Avenue

Village Manager Reade stated that following the completion of the Congress Avenue Corridor Study, staff has drafted provisions for a new zoning overlay district to encourage re-development near Palm Beach State College and JFK Hospital. As a result, a new College-Hospital Overlay (“CHO”) district is proposed to expand development allowances and flexibility to create value-added opportunities along the south Congress Avenue corridor.

The CHO is established in recognition of the 30,000+ students and 2,500 staff that attend and work at Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility). Both institutions are located along south Congress Avenue and there is a need for retail, restaurants and personal services in proximity to these important institutions.

The proposed Overlay would increase the maximum development potential to thirty-five (35) dwelling units per acre and 1.0 FAR for mixed use projects within the outlined area. This is an increase of 15 du/ac and 0.5 FAR over what is currently permissible. The allowances of the Overlay would only be utilized within a mixed-use planned development that fulfills the objectives of the CHO - to provide retail, restaurant and personal services or housing to support the nearby college and hospital uses.

The Land Development Board held a workshop during their June 14th meeting to discuss the proposed Overlay allowances, standards and restrictions. Further, the proposed comprehensive plan language was considered at their July 12th meeting and recommended approval.

Due to advertising requirements, this ordinance is being reintroduced for 1st reading and if approved, the proposed comprehensive plan amendment will be re-transmitted to the Florida Department of Economic Opportunity for state review. If the DEO does not have any objections to the proposed amendment, the proposed Ordinance will be presented

to the Village Council for 2nd and final reading at their next available meeting (expected October/November 2016).

The Local Planning Agency (LPA) will consider the proposed comprehensive plan amendments prior to the 2nd and final reading by the Village Council.

FISCAL IMPACT:

Increased development entitlements are expected to facilitate re-development and, thereby, increase property values within the area.

Mayor opened the meeting to the public. There were no public comments.

Village Attorney Torcivia read the ordinance by title. Mayor Smith asked for a motion to approve Ordinance 2016-12, a motion was made by Council Member Gunther, seconded by Council Member Shields. Motion carried 4-0.

19. Ordinance 2016-13 – Village Code Amendment – Off Duty Police Details

Village Manager Reade stated that the Police Department is recommending various amendments to Village Code related to Off-Duty Police Details to clarify certain requirements and fees. The proposed amendments include the following:

- . Fees for off-duty police detail services and the associated administrative expenses will be established in the fee schedule as approved by the Village Council
- . Deletes language defining the minimum charge required when a detail is cancelled within 48 hours prior to the start of the detail. This language has instead been included in the approved fee schedule
- . Off-duty details would be required to first be contracted with the Village's Police Department, and provided that proper notice is provided and the detail cannot be filled by the Village within 24-hours of the event, then another law enforcement agency, having proper jurisdiction, may be contracted to perform services requested

The proposed amendment was prepared by the Village Attorney and reviewed by the Chief of Police.

If approved on 1st reading, the proposed ordinance will be presented for consideration on 2nd and final reading during the Village Council's meeting on September 22nd.

FISCAL IMPACT:

There is no direct fiscal impact to the Village as a result of the proposed amendment. Mayor Smith had a question regarding the twenty-four (24) notification that would be required for off-duty details. The Chief of Police explained that the Palm Beach Sheriff's office would be notified if the Village's Police Department was not available for coverage.

Mayor opened the meeting to the public.

Gary Ready of 3118 Meadow Road commented that certain nightclubs are required to have their own private security.

The Chief of Police stated that these facilities are required to have private security based on the number of patrons in their establishment.

Village Attorney Torcivia read the ordinance by title. Mayor Smith asked for a motion to approve Ordinance 2016-13, a motion was made by Mayor Pro Tem Waller, seconded by Council Member Gunther. Motion carried 4-0.

Johnnie Tieche of 305 Wingfoot Drive commented on using the Village's online complaint software and was very pleased. The street light he reported was fixed within two (2) days. He also thanked the Village for the clean-up on Kirk Road. He suggested that the Village notify the Boy Scout Troop where the recipient was a member, so that they may recognize the "Citizen's Heroism Award" he received. He is concerned with the Zika virus and the storing of tires outside which will allow mosquitoes to breed.

Iramis Cabrera, Land Development Planner, stated that outside storage of tires is against the Village Code.

Gary Ready of 3118 Meadow Road wanted an update on the meeting the Village Manager had regarding the CRA. Village Manager Reade reported that it had been a good meeting with positive feedback from Palm Beach County.

Village Manager Reade reported on how successful the PIP program has been in the Village.

Mayor Smith said that Mr. Torcivia, the Village Attorney, gave a presentation on Ethics that was very informative for the Elected Officials.

Village Manager Reade asked Mr. Golson, Leisure Services Director to report on the third annual "Touch a Truck" event that will be held on Saturday, September 17, 2016. There will be bounce houses, a new tractor, a clown, balloon animals and the start of soccer season.

Village Manager Reade reported that Pokemon was a very successful project at the Library, he also reported that the Director of the Library just received a grant for a robotics club for children twelve to eighteen years of age. Mrs. Manner, Library Director, invited everyone for the Spanish Heritage celebration on Saturday, September 17th from 3:00 to 4:00 at the Library.

Village Manager Reade reported that the Sales Tax program information from the County is on the web site.

Actions and Reports

Mr. Torcvia distributed information on the requirements of the Palm Beach County Gift Law.

Council Comments

Mayor Pro Tem Waller reported on attending the four hours of Ethics training. She enjoyed the speakers at the annual conference.

Council Member Gunther thanked the staff for attending the Lakewood meeting.

Council Member Shields wanted to congratulate Alessandro for receiving the award. She also thanked Mrs. Manners for a great show she put on at the Library, and thanked Mr. Torcvia for his class on Ethics.

Mayor Smith was looking forward to the Touch a Truck event.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:30 p.m.

Respectfully submitted,

Susan Caljean, Village Clerk

Mayor, Bev Smith

**NEXT REGULAR MEETING:
SEPTEMBER 22, 2016 AT 6:30 P.M.**

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Village Manager's Office

ITEM #2: Appointment to the Library Board

SUMMARY: Currently, there is one (1) vacancy for Regular Members on the Library Board.

Ms. Lenor DiRienzo has submitted an application expressing her interest in serving as a Regular Member. If approved, Ms. DiRienzo would serve a 3-year term (Expiring April 24, 2017).

If approved, there would be no vacancies on the Library Board.

FISCAL IMPACT:

The proposed appointment does not have a fiscal impact to the Village.

ATTACHMENTS:

1. Application – Lenor DiRienzo

VILLAGE OF PALM SPRINGS

APPLICATION FOR APPOINTMENT TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: Lenore DiRienzo HOME PHONE: 561.313.3101

ADDRESS: 353 Lanier Dr, Palm Springs

EMAIL ADDRESS: ricknor33406@yahoo.com CELL PHONE: same

OCCUPATION: Occupational Therapist (O.T.)

BUSINESS: Child's Pose O.T. BUS. PHONE: same

BUSINESS ADDRESS: same

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE: B.A. in English Literature from Villanova University, M.S. in Occupational Therapy from Boston University

Are you a registered voter? Yes No

Do you currently serve on a board? Yes No

If yes, which one?

Please indicate on which board you wish to serve. If more than one, number for preference.

- Library Board
- Land Development Board
- Leisure Services Board
- Police Employees Pension Board of Trustees
- General Employees' Pension Board of Trustees
- Construction Board of Adjustment and Appeals
- Grievance Board
- Municipal Voter Re-Districting Boundaries Ad Hoc Committee (once every four years)

Why are you interested in serving on this board? I believe libraries provide invaluable services to the community, and I have lived in Palm Springs for 20 years and want

Signature Lenore DiRienzo Date: 09/01/14

For further information call the Village Clerk at 965-4010. Fax 965-0899

(If you wish to volunteer with our police department or sports programs, please use the Volunteer Application)

a chance to give back to the community.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Public Service

ITEM #3: Approve PC Controls for Repair and Calibrations Services – Piggyback – Public Service Department (FY 2016 Budget Funded)

SUMMARY: The Public Service department has a need to select a vendor to assist with the repair and calibration of water plant flow meters and related devices (i.e., water treatment plant control panels, lift station electrical issues, water plant pump motors, etc.). To ensure the lowest possible price, staff is recommending that the Village piggyback off the current City of Pompano Beach contract awarded to PC Controls, Inc. This selection by the City of Pompano Beach was completed through a competitive selection process - Repair & Calibration of Flow Meters and Related Devices (RFP #L-51-16) - on September 13, 2016.

To ensure the lowest possible price, staff is recommending that the Village piggyback the City of Pompano Beach's Contract award to PC Controls. The proposed piggyback contract would provide the following pricing:

. Services for Work Completed Monday - Friday, 7:00 a.m. – 4:00 p.m.	\$60/Hour
. Services for Work Completed All Other Times	\$89/Hour
. Materials Markup	Not to exceed Fixed Fee of 1.2 times cost (20%)

If approved, the Village would accept PC Controls, Inc.'s pricing by piggybacking the City of Pompano Beach's contract including all terms, conditions and pricing therein. The term of the contract is set to expire on September 11, 2017 and it may be renewed for three (3) additional one (1) year periods.

As cited under the Village Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The Village currently works with the proposed vendor and they provide excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed contract is available within the FY 2016 and 2017 Water & Sewer Enterprise Fund - Repair and Maintenance.

ATTACHMENTS:

1. City of Pompano Beach – Repair & Calibration of Flow Meters and Related Devices (RFP #L-51-16)
2. PC Controls – Proposal - Repair & Calibration of Flow Meters and Related Devices (RFP #L-51-16)
3. City of Pompano Beach – Service Contract Agreement (Only vendor executed Agreement provided)
4. Approval to Piggyback Letter – PC Controls, Inc.
5. Proposed Agreement – PC Controls, Inc.

Note: The City of Pompano Beach RFP #L-51-16, the fully executed Service Contract Agreement and the Village's proposed Agreement will be provided prior to the Village Council's final approval



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-51-16**

**REPAIRS AND CALIBRATION OF FLOW METERS AND
RELATED DEVICES**

**RFP OPENING: JULY 7, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS L-51-16

Repairs and Calibration of Flow Meters and Related Devices

The City is seeking proposals from qualified firms for the repair and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until **2:00 p.m. (local), July 7, 2016**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contractor will perform services upon request from the City as needed throughout the contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote.

This agreement references the terms, conditions, prices, and specifications of the agreement between the City of Pompano beach and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City's Water Treatment Plants as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

1. Scope of Services

The scope of services is designed to minimize instrument downtime and maximize the lifetime and productivity of the City's analytical instrumentation as well as meet regulatory compliance guidelines. Services required include repair, modification,

maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the Water Plant service area.

2. Tasks/Deliverables

- A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.
- B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
- Name and location of the meter
 - Date of calibration
 - Type of meter
 - Manufacturer and serial number
 - Calibration range
 - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
 - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
 - List of the calibration equipment used.
- C. Proposer will complete additional calibration services as requested by Utilities staff.
- D. Response time for service request events must not exceed 24 hours from the time of notification.
- E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under this Contract. Proposer will be required to report to the specified contact person prior to performing any work required by the scope of services.
- F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.
- G. All parts removed from service must be returned to the City's authorized personnel. Proposer will be responsible for the disposal of any non-repairable parts.

- H. Proposer will provide all labor, and tools necessary to perform calibration and instrumentation repair and/ or replacement services by Proposer or Proposer sub-contractor and approved by City.
- I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement must be removed by Proposer daily.
- J. If repairs are no longer viable nor cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, equipment cost, estimated shipping, any installation cost, any warranty information and estimated time for delivery.

3. Term of Contract

Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement for three (3) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

5. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the

person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m.	500	\$	\$
Cost per hour for work completed during all other times other than above	100	\$	\$
	Mark-up		
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 -\$4,400.00)	1._____		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm’s performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City’s eBid System.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE			
* Policy to be written on a claims incurred basis			
XX comprehensive form	bodily injury and property damage		
XX premises - operations	bodily injury and property damage		
— explosion & collapse hazard			
— underground hazard			
XX products/completed operations hazard	bodily injury and property damage combined		
XX contractual insurance	bodily injury and property damage combined		
XX broad form property damage	bodily injury and property damage combined		
XX independent contractors	personal injury		
XX personal injury			
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate		

AUTOMOBILE LIABILITY:	Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
XX comprehensive form			
— owned			
— hired			
— non-owned			

REAL & PERSONAL PROPERTY			
— comprehensive form	Agent must show proof they have this coverage.		

EXCESS LIABILITY		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;

- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP- L-51-16, Repairs and Calibration of Flow Meters and Related Devices

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

**Exhibit A
Proposal**



Repairs & Calibration of Flow meters and Related Devices
RFP# L-51-16

Prepared by
P. C. CONTROLS, INC.
132 NE 30th Street
Wilton Manors, FL 33334

Norman Paul Conaway
954 568-9663

Submitted for your consideration 6/30/16



Table of Contents

- Letter of Transmittal
- Pompano RFQ
- Rates and Fees
- Proposal
- References
- Insurance Certificate
- Workers Compensation / Pompano Waiver
- Copies of Forms



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663, Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Letter of Transmittal

To whom it may concern;

In compliance with the fulfillment of the requirements of the Request for Proposal "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, P C Controls Inc would like to present the proposal entitled "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, in accordance with your instructions.

The main purpose of the attached documents is to propose rates and services we would like to provide for your city under this RFP. We feel strongly that we are an ideal candidate for this since we have provided these services on a Time and Material basis for almost a decade. This will also help reduce overhead cost by providing you a single point of contact for all related material and services to this proposed contract.

We hope that this proposal will meet your approval.

Sincerely

Norman P. Conaway
P.C. Controls, Inc.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-51-16**

**REPAIRS AND CALIBRATION OF FLOW METERS AND
RELATED DEVICES**

**RFP OPENING: JULY 7, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

June 9, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

L-51-16

Repairs and Calibration of Flow Meters and Related Devices

The City is seeking proposals from qualified firms for the repair and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until **2:00 p.m. (local), July 7, 2016**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contractor will perform services upon request from the City as needed throughout the contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote.

This agreement references the terms, conditions, prices, and specifications of the agreement between the City of Pompano beach and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City's Water Treatment Plants as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

1. Scope of Services

The scope of services is designed to minimize instrument downtime and maximize the lifetime and productivity of the City's analytical instrumentation as well as meet regulatory compliance guidelines. Services required include repair, modification,

maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the Water Plant service area.

2. Tasks/Deliverables

- A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.
- B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
- Name and location of the meter
 - Date of calibration
 - Type of meter
 - Manufacturer and serial number
 - Calibration range
 - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
 - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
 - List of the calibration equipment used.
- C. Proposer will complete additional calibration services as requested by Utilities staff.
- D. Response time for service request events must not exceed 24 hours from the time of notification.
- E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under this Contract. Proposer will be required to report to the specified contact person prior to performing any work required by the scope of services.
- F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.
- G. All parts removed from service must be returned to the City's authorized personnel. Proposer will be responsible for the disposal of any non-repairable parts.

- H. Proposer will provide all labor, and tools necessary to perform calibration and instrumentation repair and/ or replacement services by Proposer or Proposer sub-contractor and approved by City.
- I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement must be removed by Proposer daily.
- J. If repairs are no longer viable nor cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, equipment cost, estimated shipping, any installation cost, any warranty information and estimated time for delivery.

3. Term of Contract

Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement for three (3) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

5. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the

person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m.	500	\$ 60.00	\$ 30,000.00
Cost per hour for work completed during all other times other than above	100	\$ 89.00	\$ 8,900.00
	Mark-up		
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 -\$4,400.00)	1. <u>2</u>		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE			
* Policy to be written on a claims incurred basis			
XX comprehensive form	bodily injury and property damage		
XX premises - operations	bodily injury and property damage		
— explosion & collapse hazard			
— underground hazard			
XX products/completed operations hazard	bodily injury and property damage combined		
XX contractual insurance	bodily injury and property damage combined		
XX broad form property damage	bodily injury and property damage combined		
XX independent contractors	personal injury		
XX personal injury			
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate		

AUTOMOBILE LIABILITY:	Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
— owned	
— hired	
— non-owned	

REAL & PERSONAL PROPERTY

— comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;

- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP- L-51-16, Repairs and Calibration of Flow Meters and Related Devices

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Jerry Scotts Title VP / Administrator
Company (Legal Registered) P.C Controls INC
Federal Tax Identification Number 65-0789111
Address 132 NE 30th Street
City/State/Zip Wilton manors, FL 33334
Telephone No. 954-568-9663 Fax No. 954-563-0919
Email Address pccontrolsinc@bellsouth.net



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Rates and Fees

These rates are reflective of PC Controls contracted rates and are lower than rates currently being provided to customers not under contract.

Labor rates are for hours between 7 am and 4 pm Monday through Friday. Please see Pompano RFQ provided table for Overtime rates, included in initialed RFQ, page 4, which is attached and part of this proposal.

Rates:	Lead Technician	\$60.00 an hour
	On occasion when site personnel is unable to assist there may be a need for a second technician to be onsite with the Lead Technician – such as confined space.	
	Technician 2	\$30.00 an hour

Note: Please be aware that PC Controls charges and minimum of 3 hours on service calls.

Material	1.2 (in no case will PC Controls charge more than this for material)
Mark-up	Freight charges will be prepaid and added to related invoices

Certification Fees:	All Transmitter Types	\$49.00 each
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Travel Time: Technician rate will be charged both ways (portal to portal).

Fuel Surcharge \$10.00 / per visit (Broward County)

Note: this fee was suspended at the beginning of 2016 fiscal year and we reserve the right to reinstate it should fuel costs increase to unacceptable levels.

Sincerely

Norman P. Conaway
P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

PROPOSAL

To whom this may concern,

We are pleased to submit our proposal for "Repair & Calibration of Flow meters and Related Devices". This proposal is provided per the scope of work detailed in RFP# L-51-16 dated June 9, 2016. It is understood that this bid is for a contact period of one (1) year and renewable for three (3) additional one (1) year contract periods with approved modifications if any.

Scope of Services

P.C. Controls, Inc (PCCI) is capable of providing you the customer (CITY) with quality repair and calibration of Flowmeters and related devices for the City of Pompano Beach Utilities Department (PBWTP). We feel that we are able to state this based on past service provided to the water plant and the familiarity with the equipment resulting from the service. PCCI can provide calibration and other related services to all types, makes and models, of Flow Meters, Level Transducers, Pressure Transmitters, Process Control Instrumentation including Remote Terminals and all data transmitting devices used in these processes at PBWTP, PB RE-USE Plant, Well fields and other field locations/operations (identified collectively as PBWTP in this proposal from this point forward).

Calibrations will be conducted and documented as needed during normal operations of PBWTP on an ongoing basis. Formally documented calibrations (Certifications) should be conducted at least annually to satisfy any obligations to monitoring agencies such as South Florida Water Management District (SFWM). Copies of certification documents are attached and made part of this document, these documents are approved documents for these monitoring agencies. This alone does not ensure that PBWTP is working properly. PCCI has instituted a "Flow Meter Accounting Method" that monitors Influent and Effluent equipment to verify that water coming into PBWTP equals the amount of water going out. Performing this check can reveal the possibility of a problem before it has a chance to develop into something much larger.

In the event any equipment needs to be repaired or replaced and all efforts have been used to correct the situation. Any repairs that need to be made that involves removing CITY owned equipment from PBWTP will be sent to manufacturers for repair using all due caution. Repair costs will be passed on to CITY at markup to cover any handling of such equipment. Equipment needing replaced in the event that no CITY stock is available to use as a replacement, will be provided at markup. Equipment replaced will be replaced with new equipment equaling or surpassing the equipment being replaced. Equipment that could be provided by an alternate manufacturer to the original equipment, due either to obsolescence or cost savings will meet or exceed original equipment specifications and will only be acquired with PBWTP approval. All related documentation will be provided to PBWTP.

PCCI offers to the CITY our services for PBWTP with a response time of 24 hours along with 24 hour emergency on-call services. Additionally, a report will be provided on a monthly basis to a designated party summarizing the work that was completed for PBWTP, including any items that may need further corrective action and equipment calibrations.

PCCI will provide these services at rates and markup as seen on the attached 'Rates and Fees' as well as those detailed in the provided table included in initialed RFQ, page 5, which is attached and part of this proposal and remain in effect for the contract period. PCCI also warrants its work for services provided in the following manner. Equipment – PCCI provides that all equipment it installs is warranted by the manufacturer and ensures that said equipment is repaired accordingly for CITY. Any installation performed by PCCI in which the manufacturers' equipment is not the result of a failure, and only if PCCI was responsible for the failure, labor costs resulting from the corrective action will be not be charged.

Qualifications

PCCI is a service-oriented company working primarily in the Water and Wastewater industry in Florida and has been providing services to these customers since 1997. PCCI has a vast knowledge of all types of instrumentation, including Flow, Pressure, Level and pH. Our experience comes from all phases of work – Installation, Maintenance, Repairs and Calibrations.

PCCI uses test equipment/instrumentation and technology that is considered among the best in the industry for providing these services. All equipment is maintained at or above manufacturers' specification and calibration equipment used to certify the accuracy of CITY equipment is itself certified and meets or exceeds NIST standards. Certifications for test equipment are maintained and available at CITY requests. MSDS for industry calibration standards (pH, Conductivity et al) are available at CITY requests.

From Flowmeters to Level transmitters to recording devices like Chart recorders or Totalizers, from stand-alone applications to a complete loop including remote operation PCCI should be your first call. PCCI not only will we be able to satisfy any instrumentation needs but can also work on many other industry equipment needs including valve actuators, pump controls, VFD's and others to many to mention.

We calibrate and certify equipment and provide documentation of the calibrations that will meet CITY or other regulatory agencies specific needs. PCCI uses equipment that either meets or exceeds NIST standards to provide the most accurate calibrations. PCCI provides proof of calibration with both a sticker, with the date of calibration on the equipment, and a "certificate" kept on file for a minimum of 3 years. PCCI helps keep your equipment in compliance by notification when the calibrations are due and scheduling them within any needed timeframe.

P.C. Controls is not a manufacturer's distributor so it is not obligated to provide CITY with a solution from a single line of product but will provide a solution that best fits PBWTP needs and budget. PCCI operates under the Broward County License 329-0031043 and attached certificate of competency. PCCI a Local Business is SBE certified in Broward County and a copy of that certification is attached to this bid. This along with the attached Qualification Statement and other associated proposal documents should clarify any questions regarding the Firms ability and eligibility to perform services for CITY.

In addition PCCI agrees to subject to any required background check. Proof of Insurance coverage is provided and attached to satisfy the requirements of CITY special conditions. PCCI does not carry Worker's Compensation and is not required to do so according to Florida Law. A copy of the Exemption for the owner as well as a copy of a waiver letter that is on file at CITY currently is attached for your reference. PCCI does however provide full medical benefits to its employees. PCCI agrees to hold CITY harmless as defined in the "Indemnification" paragraphs of RFP# L-51-16 and agrees to other paragraphs not specifically addressed in this proposal but referenced in the aforementioned RFP.

Mark-up: PCCI uses only a mark-up of 1.2. This markup is applied to the cost of any purchases or repairs made on behalf of or for CITY. Under no circumstances will a mark-up greater than that stated previously be used. PCCI discounts from manufacturers and distributors often provide pricing less than list price even after the mark-up is applied.

Sincerely

Norman P. Conaway
P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

REFERENCES

To whom this may concern,

We are pleased to submit our references which are current customers in the industry.

- 1.) City of Coral Springs
3800 NW 85th Ave
Coral Springs, FL 33065
Contact: Brian Heller
954 345-2162

 - 2.) Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Contact: Don Ray
561 965-4022

 - 3.) City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Contact: Phil Skidmore
954 924-6800 X3616
-



P.C. Controls Inc
 132 NE 30th Street, Wilton Manors, FL 33334
 Phone: (954) 568-9663, Fax: (954) 563-0919
 E-mail: pccontrolsinc@bellsouth.net

Certified Flow Meter Test Record

Customer: _____

Consumptive Use Permit # _____

Test Site _____ District ID# _____

Contact _____ Number _____

Meter Model _____ Serial# _____

Meter Accessories _____

Pipe Information

Material _____

Line Size _____ OD Thickness _____ WT

Transducer Spacing _____ Distance from Meter installation is _____

Test Information using Fuji Porta-Flow Ultrasonic Flowmeter

Test performed @ _____ GPM

Initial Meter Reading at Calibration Start: _____ X _____ End: _____ X _____

_____ Gallons Totalized in _____ Seconds Average _____ GPM

Test Meter Reading at Calibration Start: 0 X 1 End: _____ X 1 _____

_____ Gallons Totalized in _____ Seconds Average _____ GPM

Meter Tested at _____ % Accuracy Last Meter Test _____ Last Accuracy _____

Comments: Prior to calibration meter was reading _____ % of test meter – Site meter read _____ GPM and test meter read _____ GPM.

Performed By: _____

Date: _____

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature _____ :



P.C. Controls Inc
 132 NE 30th Street, Wilton Manors, FL 33334
 Phone: (954) 415-2123, Fax: (954) 563-0919
 E-mail: pccontrolsinc@bellsouth.net

Location:
 Function:
 Technician:

Cal. Type:
 Date:
 DueDate:
 Interval:

Test Equipment Used:

Transmitter Calibration Data

Mfr: Model#: Serial#:
 Full Scale: Req'd Output (mA) (v) Line Size:

Input	Measured Output (mA) (v)		Req'd Output (mA) (v)	Remarks
	B	A		

Receiver Calibration Data

Mfr: Model#: Serial#:
 Full Scale: Dial X: Chart Range:

0/ Full Scale	Signal in mA/Volt	Req. Output GPM/MGD	Dial X:		Remarks
			B	A	
0					
25					
50					
75					
100					

Totalizer Calibration Data

Mfr: Model#: Serial#:
 Totalizer Before: Totalizer After: Counter X:

% 0/ Full Scale	Signal in mA/Volt	Req. Output Count	Act. Output Count		Time per Test	Remarks
			B	A		
50						
100						
0						

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature :

Weekly Flow Accounting Log

Date	Raw	$=$ Effluent	$+$ Concentrate	$-$ Storage	$=$ Adjusted Effluent	% of Total Effluent

Date	Storage B	$-$ Storage A	$=$ Storage Amount	\times Factor	Gal added to Storage

Exhibit B
Insurance



CERTIFICATE OF LIABILITY INSURANCE

PCCON-C OP ID: WM

DATE (MM/DD/YYYY)
01/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sena & Whitney Corp Office Sena & Whitney, LLC 190 Glades Rd Suite C Boca Raton, FL 33432	CONTACT NAME: PHONE (A/C, No, Ext): 561-210-8715 FAX (A/C, No): 561-210-8716 E-MAIL ADDRESS:															
	INSURED P C Controls, Inc. Jerry Scaggs 132 NE 30th Street Wilton Manors, FL 33334	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Co</td> <td>17370</td> </tr> <tr> <td>INSURER B : Nationwide Ins Co Of America</td> <td>25453</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Co	17370	INSURER B : Nationwide Ins Co Of America	25453	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :																

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		NN623096	12/29/2015	12/29/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACPBAZ5954885942	10/27/2015	10/27/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS THEIR INTEREST MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

POMPAN9 CITY OF POMPANO BEACH 1205 NE 5TH AVE. POMPANO BEACH, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW



EFFECTIVE: 02/27/2012 EXPIRATION DATE: N/A

PERSON: NORMAN P CONAWAY

FEIN: 850788111

BUSINESS NAME AND ADDRESS:

P C CONTROLS INC
132 NE 30TH ST
WILTON MANORS, FL 33334

SCOPE OF BUSINESS OR TRADE:

1- OFFICE MACH INSTALL/REPAI 5191

IMPORTANT

F Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who
O elects exemption from this chapter by filing a certificate of election
L under this section may not recover benefits or compensation under this
D chapter.

H Pursuant to Chapter 440.05(12), F.S., Certificates of election to be
E exempt.. apply only within the scope of the business or trade listed on
R the notice of election to be exempt.

E Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt
and certificates of election to be exempt shall be subject to revocation
if, at any time after the filing of the notice or the issuance of the
certificate, the person named on the notice or certificate no longer meets
the requirements of this section for issuance of a certificate. The
department shall revoke a certificate at any time for failure of the
person named on the certificate to meet the requirements of this
section.

QUESTIONS? (850) 413-1609

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/15/2014 EXPIRATION DATE: 12/14/2016

PERSON: SCAGGS JERRY E

FEIN: 650789111

BUSINESS NAME AND ADDRESS:

P C CONTROLS INC

132 NE 30TH STREET

WILTON MANORS FL 33334

SCOPES OF BUSINESS OR TRADE:

OFFICE MACHINE
INSTALLATION, I

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609

City of Pompano Beach, Florida
Water Treatment/Reuse Plants
1205 NE 5th Avenue, Pompano Beach, Florida 33060
p: 954.545.7018 | f: 954.545.7048

Date: February 11, 2016

PC Controls Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Dear vendor,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of the lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Purchasing office, Building C, 1190 N.E. 3 Avenue, Pompano Beach, 33060. If you have any questions about this letter please telephone me at (954) 786-4098.

Very truly yours,

Lori Frund,
Office Assistant II

Vendor company name has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Vendor company name agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

WPC Controls
Signature

2-11-16
Date

Norman P. Conway / President - Owner
Name and Title (print)

APPROVED
FISH MANAGEMENT
ON 02-11-16
BY

JAM

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and **P.C. Controls, Inc.**, a Florida corporation.

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. **Purpose.** City hereby contracts with Contractor to provide the following services: Repairs, Calibration and Replacement of new and existing Flow Meters and Related Plant Instrumentation Devices upon the terms and conditions herein set forth in the advertised RFP L-51-16.

3. **Scope of Work.** Contractor will provide the services to be rendered as submitted and set forth in Exhibit "A", attached hereto and by reference incorporated herein and made a part hereof.

4. **Term of Contract.** This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. **Renewal.** In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City with City Commission approval, shall have the option to renew this contract for three (3) additional one year periods upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. **Maximum Obligation.** City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. **Price Formula.** City agrees to pay Contractor for performance of the services set forth in this Agreement and RFP L-51-16 submittal by P.C. Controls as follows:

Payment of *Not to Exceed Fixed Fee* of \$60.00 per hour for work completed during regular work times M-F 7:00a- 4:00p

OR

Not to Exceed Fixed Fee of \$89.00 per hour for work completed all other times than above

AND

Materials Markup

Not to Exceed Fixed Fee of 1.2 times cost (20%)

FOR AN ANNUAL LABOR COST NOT TO EXCEED THE AMOUNT OF \$100,000.00

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on Completion of work or/and delivery of materials.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: P.C. Controls, Inc.
Norman Conaway
132 NE 30th Street
Wilton Manors, FL 3334

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and

specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

"CONTRACTOR"

P.C. Controls Inc.

Witnesses:

[Signature]

Jerry E. Scaggs
(Print or Type Name)

Javier Varquez
(Print or Type Name)

By: [Signature]

Print Name: NORMAN CONAWAY

Title: PRESIDENT / OWNER

Business License No. 65-078 9111

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th day of August, 2016, by Norman Conaway as President of P.C. Controls Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

OSCAR Zelaya
(Name of Acknowledger Typed, Printed or Stamped)

FF 117427
Commission Number



OSCAR ZELAYA
MY COMMISSION # FF 117427
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

August 30, 2016

Attn: Don Ray

RE: Authorization Letter

To whom it may Concern:

This letter is to indicate that P.C. Controls, Inc. is authorizing the Village of Palm Springs to use the terms of our contract with the City of Pompano Beach for our services. The contract is currently in effect for the period beginning September 12, 2016 through September 11, 2017. Our services and rates per the contract are provided to the Village of Palm Springs and is applicable for the services and material provided to them.

If there are any questions regarding this approval or any matter related to it please feel free to contact us at the number seen above in our letterhead.

Sincerely

Norman "Paul:" Conaway
P.C. Controls Inc



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

August 2, 2016

Norman Paul Conway, President
P.C. Controls, Inc.
132 N.E. 30th Street
Wilton Manors, Florida 33334

Via Email: pccontrolsinc@bellsouth.net

Dear Mr. Conway,

The City Commission, at their July 26, 2016 meeting, agenda item #3, approved award of a contract to your company for the following:

RFP L-51-16, Repairs and Calibration of Flow Meters and Related Devices

The City has current certificates of insurance on file for your company. Please forward updated certificates to the City as your coverage renews.

The City of Pompano Beach Utilities Department will contact you to coordinate the execution of the service contract, which is scheduled to begin on September 12, 2016.

Please call me if you have any questions at (954) 786-4098. Thank you for your cooperation in this matter. We look forward to a continued successful relationship with your company.

Sincerely,

Cassandra LeMasurier
Purchasing Supervisor

cc: Phil Hyer, Utilities Treatment Plant Superintendent
file

Org. 19

RESOLUTION NO. 2016- 290

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND P.C. CONTROLS, INC. PROVIDING FOR REPAIRS, CALIBRATION AND/OR REPLACEMENT OF FLOW METERS AND RELATED PLAN DEVICES AT THE WATER TREATMENT PLANTS;; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and P.C. Controls, Inc., providing for repairs, calibration and/or replacement of flow meters and related devices, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and P.C. Controls, Inc.

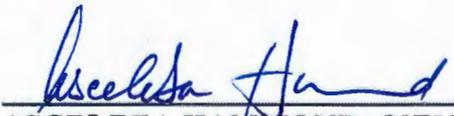
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of September, 2016.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 14th day of September, 2016, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and **P.C. Controls, Inc.**, a Florida corporation.

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents**. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. **Purpose**. City hereby contracts with Contractor to provide the following services: Repairs, Calibration and Replacement of new and existing Flow Meters and Related Plant Instrumentation Devices upon the terms and conditions herein set forth in the advertised RFP L-51-16.

3. **Scope of Work**. Contractor will provide the services to be rendered as submitted and set forth in Exhibit "A", attached hereto and by reference incorporated herein and made a part hereof.

4. **Term of Contract**. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. **Renewal**. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City with City Commission approval, shall have the option to renew this contract for three (3) additional one year periods upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. **Maximum Obligation**. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. **Price Formula**. City agrees to pay Contractor for performance of the services set forth in this Agreement and RFP L-51-16 submittal by P.C. Controls as follows:

Payment of *Not to Exceed Fixed Fee* of \$60.00 per hour for work completed during regular work times M-F 7:00a- 4:00p

OR

Not to Exceed Fixed Fee of \$89.00 per hour for work completed all other times than above

AND

Materials Markup

Not to Exceed Fixed Fee of 1.2 times cost (20%)

FOR AN ANNUAL LABOR COST NOT TO EXCEED THE AMOUNT OF \$100,000.00

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on Completion of work or/and delivery of materials.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: P.C. Controls, Inc.
Norman Conaway
132 NE 30th Street
Wilton Manors, FL 3334

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and

specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

Christine Kendel

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM

[Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

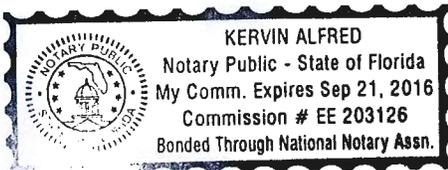
The foregoing instrument was acknowledged before me this 14th day of September, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)



"CONTRACTOR"

P.C. Controls Inc.

Witnesses:

[Signature]

SPRUE E. SCAGGS
(Print or Type Name)

[Signature]
Javier Varquez
(Print or Type Name)

By: [Signature]

Print Name: NORMAN CONAWAY

Title: PRESIDENT / OWNER

Business License No. 65-078 9111

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th day of August, 2016, by Norman Conaway as President of P.C. Controls Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



OSCAR Zelaya
(Name of Acknowledger Typed, Printed or Stamped)
FF 117427
Commission Number

**Exhibit A
Proposal**



Repairs & Calibration of Flow meters and Related Devices
RFP# L-51-16

Prepared by
P. C. CONTROLS, INC.
132 NE 30th Street
Wilton Manors, FL 33334

Norman Paul Conaway
954 568-9663

Submitted for your consideration 6/30/16



Table of Contents

- Letter of Transmittal
- Pompano RFQ
- Rates and Fees
- Proposal
- References
- Insurance Certificate
- Workers Compensation / Pompano Waiver
- Copies of Forms



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663, Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Letter of Transmittal

To whom it may concern;

In compliance with the fulfillment of the requirements of the Request for Proposal "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, P C Controls Inc would like to present the proposal entitled "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, in accordance with your instructions.

The main purpose of the attached documents is to propose rates and services we would like to provide for your city under this RFP. We feel strongly that we are an ideal candidate for this since we have provided these services on a Time and Material basis for almost a decade. This will also help reduce overhead cost by providing you a single point of contact for all related material and services to this proposed contract.

We hope that this proposal will meet your approval.

Sincerely

Norman P. Conaway
P.C. Controls, Inc.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-51-16**

**REPAIRS AND CALIBRATION OF FLOW METERS AND
RELATED DEVICES**

**RFP OPENING: JULY 7, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

June 9, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

L-51-16

Repairs and Calibration of Flow Meters and Related Devices

The City is seeking proposals from qualified firms for the repair and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until **2:00 p.m. (local), July 7, 2016**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contractor will perform services upon request from the City as needed throughout the contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote.

This agreement references the terms, conditions, prices, and specifications of the agreement between the City of Pompano beach and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City's Water Treatment Plants as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

1. Scope of Services

The scope of services is designed to minimize instrument downtime and maximize the lifetime and productivity of the City's analytical instrumentation as well as meet regulatory compliance guidelines. Services required include repair, modification,

maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the Water Plant service area.

2. Tasks/Deliverables

- A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.
- B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
- Name and location of the meter
 - Date of calibration
 - Type of meter
 - Manufacturer and serial number
 - Calibration range
 - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
 - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
 - List of the calibration equipment used.
- C. Proposer will complete additional calibration services as requested by Utilities staff.
- D. Response time for service request events must not exceed 24 hours from the time of notification.
- E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under this Contract. Proposer will be required to report to the specified contact person prior to performing any work required by the scope of services.
- F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.
- G. All parts removed from service must be returned to the City's authorized personnel. Proposer will be responsible for the disposal of any non-repairable parts.

- H. Proposer will provide all labor, and tools necessary to perform calibration and instrumentation repair and/ or replacement services by Proposer or Proposer sub-contractor and approved by City.
- I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement must be removed by Proposer daily.
- J. If repairs are no longer viable nor cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, equipment cost, estimated shipping, any installation cost, any warranty information and estimated time for delivery.

3. Term of Contract

Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement for three (3) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

5. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the

person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m.	500	\$ 60.00	\$ 30,000.00
Cost per hour for work completed during all other times other than above	100	\$ 89.00	\$ 8,900.00
	Mark-up		
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 -\$4,400.00)	1. <u>2</u>		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
— explosion & collapse hazard		
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY:

Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
— owned
— hired
— non-owned

REAL & PERSONAL PROPERTY

— comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY

Per Occurrence Aggregate

— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
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- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
 - D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
 - E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
 - F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;

- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP- L-51-16, Repairs and Calibration of Flow Meters and Related Devices

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Jerry Scabbs Title VP / Administrator
Company (Legal Registered) P.C Controls INC
Federal Tax Identification Number 65-0789111
Address 132 NE 30th Street
City/State/Zip Wilton Manors, FL 33334
Telephone No. 954-568-9663 Fax No. 954-563-0919
Email Address pccontrolsinc@bellsouth.net



P.C. Controls Inc
 132 NE 30th Street, Wilton Manors, FL 33334
 Phone: (954) 568-9663 Fax: (954) 563-0919
 E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
 1205 NE 5th Ave
 Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Rates and Fees

These rates are reflective of PC Controls contracted rates and are lower than rates currently being provided to customers not under contract.

Labor rates are for hours between 7 am and 4 pm Monday through Friday. Please see Pompano RFQ provided table for Overtime rates, included in initialed RFQ, page 4, which is attached and part of this proposal.

Rates:	Lead Technician	\$60.00 an hour
	On occasion when site personnel is unable to assist there may be a need for a second technician to be onsite with the Lead Technician – such as confined space.	
	Technician 2	\$30.00 an hour

Note: Please be aware that PC Controls charges and minimum of 3 hours on service calls.

Material	1.2 (in no case will PC Controls charge more than this for material)
Mark-up	Freight charges will be prepaid and added to related invoices

Certification	All Transmitter Types	\$49.00 each
Fees:		

Travel Time: Technician rate will be charged both ways (portal to portal).

Fuel Surcharge \$10.00 / per visit (Broward County)

Note: this fee was suspended at the beginning of 2016 fiscal year and we reserve the right to reinstate it should fuel costs increase to unacceptable levels.

Sincerely

Norman P. Conaway
 P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

PROPOSAL

To whom this may concern,

We are pleased to submit our proposal for “Repair & Calibration of Flow meters and Related Devices”. This proposal is provided per the scope of work detailed in RFP# L-51-16 dated June 9, 2016. It is understood that this bid is for a contact period of one (1) year and renewable for three (3) additional one (1) year contract periods with approved modifications if any.

Scope of Services

P.C. Controls, Inc (PCCI) is capable of providing you the customer (CITY) with quality repair and calibration of Flowmeters and related devices for the City of Pompano Beach Utilities Department (PBWTP). We feel that we are able to state this based on past service provided to the water plant and the familiarity with the equipment resulting from the service. PCCI can provide calibration and other related services to all types, makes and models, of Flow Meters, Level Transducers, Pressure Transmitters, Process Control Instrumentation including Remote Terminals and all data transmitting devices used in these processes at PBWTP, PB RE-USE Plant, Well fields and other field locations/operations (identified collectively as PBWTP in this proposal from this point forward).

Calibrations will be conducted and documented as needed during normal operations of PBWTP on an ongoing basis. Formally documented calibrations (Certifications) should be conducted at least annually to satisfy any obligations to monitoring agencies such as South Florida Water Management District (SFWM). Copies of certification documents are attached and made part of this document, these documents are approved documents for these monitoring agencies. This alone does not ensure that PBWTP is working properly. PCCI has instituted a “Flow Meter Accounting Method” that monitors Influent and Effluent equipment to verify that water coming into PBWTP equals the amount of water going out. Performing this check can reveal the possibility of a problem before it has a chance to develop into something much larger.

In the event any equipment needs to be repaired or replaced and all efforts have been used to correct the situation. Any repairs that need to be made that involves removing CITY owned equipment from PBWTP will be sent to manufacturers for repair using all due caution. Repair costs will be passed on to CITY at markup to cover any handling of such equipment. Equipment needing replaced in the event that no CITY stock is available to use as a replacement, will be provided at markup. Equipment replaced will be replaced with new equipment equaling or surpassing the equipment being replaced. Equipment that could be provided by an alternate manufacturer to the original equipment, due either to obsolescence or cost savings will meet or exceed original equipment specifications and will only be acquired with PBWTP approval. All related documentation will be provided to PBWTP.

PCCI offers to the CITY our services for PBWTP with a response time of 24 hours along with 24 hour emergency on-call services. Additionally, a report will be provided on a monthly basis to a designated party summarizing the work that was completed for PBWTP, including any items that may need further corrective action and equipment calibrations.

PCCI will provide these services at rates and markup as seen on the attached 'Rates and Fees' as well as those detailed in the provided table included in initialed RFQ, page 5, which is attached and part of this proposal and remain in effect for the contract period. PCCI also warrants its work for services provided in the following manner. Equipment – PCCI provides that all equipment it installs is warranted by the manufacturer and ensures that said equipment is repaired accordingly for CITY. Any installation performed by PCCI in which the manufacturers' equipment is not the result of a failure, and only if PCCI was responsible for the failure, labor costs resulting from the corrective action will be not be charged.

Qualifications

PCCI is a service-oriented company working primarily in the Water and Wastewater industry in Florida and has been providing services to these customers since 1997. PCCI has a vast knowledge of all types of instrumentation, including Flow, Pressure, Level and pH. Our experience comes from all phases of work – Installation, Maintenance, Repairs and Calibrations.

PCCI uses test equipment/instrumentation and technology that is considered among the best in the industry for providing these services. All equipment is maintained at or above manufacturers' specification and calibration equipment used to certify the accuracy of CITY equipment is itself certified and meets or exceeds NIST standards. Certifications for test equipment are maintained and available at CITY requests. MSDS for industry calibration standards (pH, Conductivity et al) are available at CITY requests.

From Flowmeters to Level transmitters to recording devices like Chart recorders or Totalizers, from stand-alone applications to a complete loop including remote operation PCCI should be your first call. PCCI not only will we be able to satisfy any instrumentation needs but can also work on many other industry equipment needs including valve actuators, pump controls, VFD's and others to many to mention.

We calibrate and certify equipment and provide documentation of the calibrations that will meet CITY or other regulatory agencies specific needs. PCCI uses equipment that either meets or exceeds NIST standards to provide the most accurate calibrations. PCCI provides proof of calibration with both a sticker, with the date of calibration on the equipment, and a "certificate" kept on file for a minimum of 3 years. PCCI helps keep your equipment in compliance by notification when the calibrations are due and scheduling them within any needed timeframe.

P.C. Controls is not a manufacturer's distributor so it is not obligated to provide CITY with a solution from a single line of product but will provide a solution that best fits PBWTP needs and budget. PCCI operates under the Broward County License 329-0031043 and attached certificate of competency. PCCI a Local Business is SBE certified in Broward County and a copy of that certification is attached to this bid. This along with the attached Qualification Statement and other associated proposal documents should clarify any questions regarding the Firms ability and eligibility to perform services for CITY.

In addition PCCI agrees to subject to any required background check. Proof of Insurance coverage is provided and attached to satisfy the requirements of CITY special conditions. PCCI does not carry Worker's Compensation and is not required to do so according to Florida Law. A copy of the Exemption for the owner as well as a copy of a waiver letter that is on file at CITY currently is attached for your reference. PCCI does however provide full medical benefits to its employees. PCCI agrees to hold CITY harmless as defined in the "Indemnification" paragraphs of RFP# L-51-16 and agrees to other paragraphs not specifically addressed in this proposal but referenced in the aforementioned RFP.

Mark-up: PCCI uses only a mark-up of 1.2. This markup is applied to the cost of any purchases or repairs made on behalf of or for CITY. Under no circumstances will a mark-up greater than that stated previously be used. PCCI discounts from manufacturers and distributors often provide pricing less than list price even after the mark-up is applied.

Sincerely

Norman P. Conaway
P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

REFERENCES

To whom this may concern,

We are pleased to submit our references which are current customers in the industry.

- 1.) City of Coral Springs
3800 NW 85th Ave
Coral Springs, FL 33065
Contact: Brian Heller
954 345-2162

 - 2.) Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Contact: Don Ray
561 965-4022

 - 3.) City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Contact: Phil Skidmore
954 924-6800 X3616
-



P.C. Controls Inc
 132 NE 30th Street, Wilton Manors, FL 33334
 Phone: (954) 568-9663, Fax: (954) 563-0919
 E-mail: pccontrolsinc@bellsouth.net

Certified Flow Meter Test Record

Customer: _____

Consumptive Use Permit # _____

Test Site _____ District ID# _____

Contact _____ Number _____

Meter Model _____ Serial# _____

Meter Accessories _____

Pipe Information

Material _____

Line Size _____ OD Thickness _____ WT

Transducer Spacing _____ Distance from Meter installation is _____

Test Information using Fuji Porta-Flow Ultrasonic Flowmeter

Test performed @ _____ GPM

Initial Meter Reading at Calibration Start: _____ X _____ End: _____ X _____

_____ Gallons Totalized in _____ Seconds Average _____ GPM

Test Meter Reading at Calibration Start: _____ 0 _____ X 1 _____ End: _____ X 1 _____

_____ Gallons Totalized in _____ Seconds Average _____ GPM

Meter Tested at _____ % Accuracy Last Meter Test _____ Last Accuracy _____

Comments: Prior to calibration meter was reading _____ % of test meter – Site meter read _____ GPM and test meter read _____ GPM.

Performed By: _____

Date: _____

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature : _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sena & Whitney Corp Office Sena & Whitney, LLC 190 Glades Rd Suite C Boca Raton, FL 33432	CONTACT NAME: PHONE (A/C, No, Ext): 561-210-8715	FAX (A/C, No): 561-210-8716
	E-MAIL ADDRESS:	
INSURED P C Controls, Inc. Jerry Scaggs 132 NE 30th Street Wilton Manors, FL 33334	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Nautilus Insurance Co	
	INSURER B : Nationwide Ins Co Of America	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	NN623096	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		ACPBAZ5954885942	10/27/2015	10/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS THEIR INTEREST MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER POMPAN9 CITY OF POMPANO BEACH 1205 NE 5TH AVE. POMPANO BEACH, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW



EFFECTIVE: **02/27/2012** EXPIRATION DATE: **N/A**

PERSON: **NORMAN P CONAWAY**

FEIN: **650789111**

BUSINESS NAME AND ADDRESS:

P C CONTROLS INC
132 NE 30TH ST
WILTON MANORS, FL 33334

SCOPE OF BUSINESS OR TRADE:

1- OFFICE MACH INSTALL/REPAI 5191

IMPORTANT

F Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who
O elects exemption from this chapter by filing a certificate of election
L under this section may not recover benefits or compensation under this
D chapter.

H Pursuant to Chapter 440.05(12), F.S., Certificates of election to be
E exempt... apply only within the scope of the business or trade listed on
R the notice of election to be exempt.

E Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt
and certificates of election to be exempt shall be subject to revocation
if, at any time after the filing of the notice or the issuance of the
certificate, the person named on the notice or certificate no longer meets
the requirements of this section for issuance of a certificate. The
department shall revoke a certificate at any time for failure of the
person named on the certificate to meet the requirements of this
section.

QUESTIONS? (850) 413-1609

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/15/2014 **EXPIRATION DATE:** 12/14/2016

PERSON: SCAGGS JERRY E

FEIN: 650789111

BUSINESS NAME AND ADDRESS:

P C CONTROLS INC

132 NE 30TH STREET

WILTON MANORS FL 33334

SCOPES OF BUSINESS OR TRADE:

OFFICE MACHINE
INSTALLATION, I

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1809

City of Pompano Beach, Florida
Water Treatment/Reuse Plants
1205 NE 5th Avenue, Pompano Beach, Florida 33060
p: 954.545.7016 | f: 954.545.7046

Date: February 11, 2016

PC Controls Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Dear vendor,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of the 'lack of entitlement to benefits' as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Purchasing office, Building C, 1190 N.E. 3 Avenue, Pompano Beach, 33060. If you have any questions about this letter please telephone me at (954) 786-4098.

Very truly yours,

Lori Frund,
Office Assistant II

Vendor company name has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Vendor company name agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

WPC Controls
Signature

2-11-16
Date

Norman P. Conway / President - Owner
Name and Title (print)

APPROVED
RISK MANAGEMENT
ON: 02-11-16
BY: JFM

AGREEMENT FOR REPAIRS, CALIBRATION AND REPLACEMENT OF NEW AND EXISTING FLOW METERS AND RELATED PLANT INSTRUMENTATION DEVICES

This Agreement for the Repairs, Calibration and Replacement of New and Existing Flow Meters and Related Plant Instrumentation Devices (“Agreement” hereafter) is made as of the _____ day of _____, 2016, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **PC Controls Inc.**, 132 NE 30th Street, Wilton Manors, FL 33334, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide the VILLAGE with the repair, calibration and replacement of new and existing flow meters and related plant instrumentation devices; and,

WHEREAS, the City of Pompano Beach through its competitive selection process awarded the Contract for Repair, Calibration and Replacement of New and Existing Flow Meters and Related Devices (RFP no. L-51-16) (“Pompano Beach Contract” hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for repair, calibration and replacement of new and existing flow meters and related plant instrumentation devices based on the pricing and terms and conditions of the Pompano Beach Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR’s pricing by piggy-backing the Pompano Beach Contract including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Pompano Beach Contract. The Pompano Beach Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to Pompano Beach under the Pompano Beach Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Pompano Beach Contract and pricing therein, the CONTRACTOR shall provide repair, calibration and replacement of new and existing flow meters and related plant instrumentation devices as requested by the VILLAGE. **THE ANNUAL COST FOR PARTS AND LABOR SHALL NOT EXCEED THE AMOUNT OF \$100,00.00.**

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. Pompano Beach Contract (including the RFP, Contractors Proposal and Contract); and,
- D. All specifications and drawings provided by the VILLAGE, if any.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The Pompano Beach Contract;
- D. All specifications and drawings provided by the VILLAGE, if any.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on an hourly or materials markup basis, as set forth under the Pompano Beach Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required in Pompano Beach Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a period of 12 months. This Contract may be renewed, by the Village Manager, for up to 3 one year periods, provided the Pompano Beach Contract has been renewed and that the terms and conditions remain the same.
- 6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of

the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not

claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: PC CONTROLS, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, as _____ of PC Controls Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Finance

ITEM #4: Resolution No. 2016-71 - Interlocal Agreement – Information System Services (ISS) - Palm Beach County

SUMMARY: The Finance Department is recommending that the Village contract with Palm Beach County to connect into their fiber optic network to enable Village facilities to increase internet speeds from 50 Mbps (megabits-per-second) up to 100 Mbps. If approved, Palm Beach County is expected to complete the installation of the fiber optic line in approximately three (3) months.

The total amount of this expenditure is as follows:

. Initial Installation Cost (Estimated)	\$32,045.50
. Annual Operating Cost	\$ 3,600.00

Note: The annual cost for the network connection is \$2,400 plus the pass-thru cost of \$100 per month for connection to the FL LambdaRail (Florida's Research and Education Network) via PBCnet. Projected total operating cost of \$3,600 per year. Additionally, the proposed PBC annual fees may be adjusted annually.

If approved, the term of the agreement would be for one (1) year with automatic annual renewals unless either party provides written notice of termination. By entering into the proposed Interlocal Agreement, the Village is expected to save approximately \$10,000 per year in communications expenses following initial installation.

In accordance with state law (Florida Interlocal Cooperation Act of 1969), the Village and the County can enter into an interlocal agreement for the following purposes:

1. To make the most efficient use of local government powers and enabling cooperation with other localities on the basis of mutual advantage to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities
2. To ensure the performance of service functions of public agencies

As cited under the Village's Purchasing Code, Section 58-2. The Following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this Purchasing Code.

. (27) Goods and/or Services provided by governmental agencies

Palm Beach County is expected to consider the proposed Interlocal Agreement following approval by the Village Council.

The proposed Interlocal Agreement was prepared by Palm Beach County and reviewed by the Village Attorney.

FISCAL IMPACT:

Funding to support the purchase under the Interlocal Agreement is available within the 2017 Budget – General Fund and Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Proposed Resolution No. 2016-71
2. Interlocal Agreement Information System Services (ISS) - Palm Beach County

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of _____, 2016, by and between the Village of Palm Springs (“Village”) and Palm Beach County (“County”) a political subdivision of the State of Florida.

WITNESSETH THAT:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Village and the County have recognized the need for the Village to obtain IT services (“IT”) for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the Village and the County desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County ISS Services

The purpose of this Agreement is to provide IT services to the Village for the purposes described in the attached Exhibit A.

Section 2 Approval

The County approves of the Village's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineate the services to be provided to the Village by the County through its Information Systems Services (ISS) Department, identify the roles and responsibilities of the County and the Village in this regard, and set forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The Village shall not share or resell any portion of the County's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination for Convenience

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County ISS Services

to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

Section 7 Indemnification and Hold Harmless

The Village and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Insurance

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

Section 9 Damage Caused by Disasters

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the governing bodies of both the Village and County authorize its continuation and associated funding to repair or restore the affected area(s).

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County ISS Services

Section 10 **Miscellaneous**

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution

Section 11 **Notice**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: Village of Palm Springs
Richard J. Reade, Village Manager
226 Cypress Lane
Palm Springs, FL 33461
(Telephone: 561-965-4011)

With a copy to: Glen Torcivia, Village Attorney
Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(Telephone: 561-686-8700)

To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Steve Bordelon, Information Systems Services Director
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2394)

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County ISS Services

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 12 Entire Agreement

This Agreement represents the entire agreement between the Village and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both parties. This Agreement shall be binding upon the Village and the County and their respective successors and assigns.

Section 13 Filing

This Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office.

Section 14 Participation

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

Section 15 Venue for Dispute Resolution

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

Section 16 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 17 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 18 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Section 19 Access and Audits

The Village shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Village's place of business.

Section 20 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Village, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County ISS Services

Section 21 Regulations, Licensing Requirements

The Village shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Village is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(The remainder of this page intentionally left blank.)

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County ISS Services

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**Palm Beach County, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Mary L. Berger, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Steve Bordelon, Director, ISS

Village of Palm Springs

ATTEST:

By: _____
Susan M. Caljean, CMC
Village Clerk

By: _____
Bev Smith, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Glen Torcivia, Village Attorney

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to the Village of Palm Springs (“Village”) by Palm Beach County ISS (“County”) to identify the roles and responsibilities of the County and the Village in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: General Requirements for Network Services

Network services must be approved by both the County and the Village if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The County shall provide the Village with access to the County’s network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The County shall be responsible for the routine, day-to-day management of the County network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The County shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve County facilities. The County shall also maintain auxiliary portions of the network which service both County and Village owned facilities. The Village shall maintain that portion of its own network which exclusively serves its facilities.

The County shall monitor bandwidth utilization on any network link between the County and the Village.

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County Network Services

Should the County perform repair and maintenance functions on behalf of the Village, it is with the understanding that the County's responsibility extends only to the Village "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be County-owned network equipment inside each of the Village's buildings or facilities connected to the County network. The County will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Village demarcation point(s). Entrance facilities at Village owned locations from the road to demarcation point belong to the Village, whereas the fiber within may belong to the County.

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the County routers installed at the Village. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Village or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting The County to perform maintenance or restoration on Village owned electronics or other equipment.

The County shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The County shall abide by agreed upon security requirements of the Village. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The County, as represented by the County, shall own all of its network equipment and assets. The Village shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

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Should the Village receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

Section D: Network Connection

The Village will be provided with a connection to the Palm Beach County fiber network to meet the network service requirements as specified in this Exhibit. The Village shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the Village proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the County at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the Village require the network to be upgraded, the Village shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the County to participate in a cost-sharing arrangement for the modification.

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Village and the County. The County agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the Village or the County enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the County for review and approval. The parties however agree to comply with network security provisions.

Section F: Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Village. However, should any equipment owned by the Village render any harmful interference to the County's network equipment, the County may disconnect any or all Village owned network connections after informing the Village's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County network. The County will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the Village or the County, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the County through the County will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the County router port that feeds the Village network router connection;

If necessary, security may shut down the Village's entire building feed to protect the networked systems from computer worms and viruses.

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County Network Services

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on County side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the County's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. Village Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for Village owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the Village technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Village.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

The Village will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from Village owned network property.

8. requesting changes in network equipment attachments services;

Agreement with Palm Beach County and the Village of Palm Springs

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Requests for changes shall be submitted to ISS Director, or designee, for action. The Village shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the Village. The Village shall be responsible for all reasonable costs associated with requested changes to network services approved by the County, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each Village owned building (if required):

- an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Village's site.

The Village shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and

11. promptly paying for the County's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of County Network Services

The County will provide the Village with access to the County network on a best-effort basis. The County's goal will be to provide 99.9% availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the Village.

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County Network Services

In the event that Network availability is documented by the County and declared by the Village to be less than 99.9% for two (2) consecutive months, the Village shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the Village's IT support staff. If the Village's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the Village will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Village is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The County shall coordinate with and obtain prior written approval from the Village designee as to the time of any planned maintenance, repair, or installation work. However, the Village shall provide the County with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the County shall ensure that all the County personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the County's representative shall call the Village to report any emergency that requires access to any Village owned facility. The Village shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible.

The County shall supply the Village with a list of authorized the County employees who will carry in their possession badges for identification purposes. The County represents that it has verified that neither the County nor the County's contractors, nor any of their respective

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employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to Village owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

Michael Butler, Director of ISS Network Services
561-355-4601 (office)
561-722-0850 (cell)

Phil Davidson, Deputy Director of ISS
561-355-3956 (office)
561-722-3349 (cell)

Steve Bordelon, Director of ISS
561-355-2394 (office)
561-386-6239 (cell)

Village Information Services

Anthony J. Parsells
561-568-6311 (office)
aparsells@vpsfl.org

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's network services provided to the Village.

The County will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the Village's building. The Village will be responsible for reimbursement to the County of said costs, as listed and described in the Table below under "Installation Charges".

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the County will invoice the Village quarterly.

Agreement with Palm Beach County and the Village of Palm Springs

Re: Palm Beach County Network Services

Village Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
226 Cypress Lane Palm Springs, FL 33461	1/1/2017	50Mb	\$32,045.50	\$200	\$100	\$,3600
TOTALS			\$32,045.50	\$200	\$100	\$3,600
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the Village as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to County of the equipment installed and labor.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the Village based on the County Rate Sheet for Network Services.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the County this fee to connect the Village to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the Village (see Sub-section N1. - Cost Components below).</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Village.</p>						

The County has received approvals from the FLR for the Village to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the County to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, the County agrees to review the financial impact and make appropriate rate adjustments.

N2. Billing and Payment

The County shall submit quarterly invoices to the Village which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Village in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The Village is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Village. The Village agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section Q: Insurance

This section does not apply to Network Services.



Attachment 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: Village of Palm Springs

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____
Name/Title

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

VILLAGE OF PALM SPRINGS

COUNTY ATTORNEY

Name, Title



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Police Department

ITEM #5: Resolution No. 2016-66 – Interlocal Agreement - Coordination of Towing Services – Town of Lake Clarke Shores

SUMMARY: The Police Department is planning to issue a Request for Proposals (RFP) to select a single company to provide towing and storage services within the Village of Palm Springs for all police confiscated vehicles, improperly parked and/or inoperable vehicles (at our police department's direction) and inoperable official Village vehicles.

The Town of Lake Clarke Shores has expressed an interest in participating under the proposed towing and storage services contract, which would require the Village and the Town to enter into an interlocal agreement.

Note: Under the proposed RFP, the Village would administer all aspects of the RFP. Further, the Town of Lake Clarke Shores would be required to agree, within the proposed interlocal agreement, to all terms and conditions (between the proposed towing vendor and the Village) to provide towing services within their community.

In accordance with state law (Florida Interlocal Cooperation Act of 1969), law enforcement agencies can enter into an interlocal agreement for the following purposes:

1. To make the most efficient use of local government powers and enabling cooperation with other localities on the basis of mutual advantage to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities
2. To ensure the performance of service functions of public agencies

The Town of Lake Clarke Shores has considered the proposed Interlocal Agreement and approved the proposed Resolution on September 13, 2016.

The proposed Interlocal Agreement was prepared by the Village Attorney and reviewed by the Police Chief.

FISCAL IMPACT:

There is no direct fiscal impact to the Village as a result of the proposed agreement.

ATTACHMENTS:

1. Proposed Resolution No. 2016-66
2. Proposed Interlocal Agreement For the Coordination of Towing Services – Approved by Lake Clarke Shores – September 13, 2016

RESOLUTION NO. 2016-66

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF LAKE CLARKE SHORES FOR TOWING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Village of Palm Springs will be sending out a Request for Proposal for towing services and the Town of Lake Clarke Shores wishes to participate in the towing services with the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Village of Palm Springs, Florida hereby agrees to the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto as **Exhibit "A"**, and which is incorporated herein by reference, and further authorizes the Mayor and Village Clerk to execute said Interlocal Agreement.

Section 2. This Resolution shall take effect immediately upon its passage.

Council Member _____ offered the foregoing resolution.

Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Resolution duly passed and adopted this
____ day of _____ 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

Bev Smith, Mayor

ATTEST:

BY: _____

Susan Caljean, Village Clerk

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

Glen J. Torcivia, Village Attorney

**INTERLOCAL AGREEMENT
FOR THE COORDINATION OF TOWING SERVICES**

THIS INTERLOCAL AGREEMENT for the coordination of vehicle towing and storage services (the "Agreement"), is made and entered into this ____ day of _____, 2016, by and between the VILLAGE OF PALM SPRINGS, (the "Village") and the TOWN OF LAKE CLARKE SHORES, (the "Town") both being municipal corporations located in Palm Beach County, Florida, and both being duly organized and existing under the laws of the State of Florida, and both constituting public agencies as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the Florida Constitution and Part I of Chapter 166, Florida Statutes, provides for municipal home rule and powers; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of service functions of public agencies; and

WHEREAS, the Village is seeking a company to provide vehicle towing and storage services by issuing an RFP for such services and the Town wishes to be part of such RFP by allowing the Village to administer the RFP and agree that the terms and conditions of the agreement the Village executes with a vendor apply to the Town as well; and

WHEREAS, based upon the representation of both the Town and the Village that each is duly organized and existing under the laws of the State of Florida and that they are not prohibited by their charter or other applicable laws from entering into and performing this Agreement; and

WHEREAS the Town and the Village desire to enter into this Agreement for the uses and purposes herein expressed subject to and conditioned upon all of the terms and provisions of this Agreement; and

WHEREAS, the Town and the Village have determined that entering into and performing this Agreement is in the best interests of health, safety and welfare of their respective residents.

NOW, THEREFORE, for and in consideration of the foregoing recitals and premises, and in consideration of the mutual agreements, terms and conditions hereinafter set forth to be kept and performed by the parties hereto, and for the mutual general health, safety and welfare of the municipalities and their respective residents, the parties hereby mutually agree as follows:

1. Authority. This Agreement is entered into pursuant to Chapter 163, Part I, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.
2. Purpose. The purpose of this Agreement is to provide that once the Village enters into an agreement for towing and storage of vehicles, the Town consents to the terms and conditions of the agreement which shall be administered solely by the Village.

3. Consideration. As consideration for the Village administering the RFP and agreement for towing and storage of vehicles, the Town agrees that all service fees agreed to be paid to the Village by the towing vendor shall be solely the Village's and the Town shall make no claim for any portion of such fees.

4. Exoneration. The Village shall not be liable under any theory of law to the Town, and to the extent permitted by Florida law, the Town for itself and its officials, employees and agents, hereby exonerates the Village, its officials, employees and agents for any cessation or delay of service caused by an Act of God, fire, strike, casualty, civil or military authority, insurrection, riot or other event or circumstances not within the total control of the Village.

5. Responsibilities of the Village of Palm Springs. The Village shall be solely responsible for all matters associated with the development, acquisition, contracting, execution and administration of the agreement for towing and storage of vehicles. The Town is not responsible for any aspect of the agreement.

6. Construction.

A. Words of gender, etc. Whenever herein the context so requires, the use of the singular shall include the plural and the use of the masculine shall include other gender as appropriate, and the use of "official" shall include appointed and elected officials of the municipalities.

B. Agreement not a transfer of power. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an interlocal agreement to provide services, including without limitations, services as authorized by Chapter 163, Part I, Florida Statutes. The Town and the Village's Councils shall each retain all legislative authority with regard to the respective governing bodies. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective function within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such interlocal agreement.

C. Joint preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

D. Entire agreement. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those herein contained. This Agreement shall supersede all previous communications, representations, proposals or agreements, either oral or written, between the municipalities hereto and not herein contained.

E. Amendment or modification. No amendment or modification of this Agreement shall be binding unless:

- (1) approved by majority vote of a quorum of each of the municipality's respective councils on an appropriate motion duly made, seconded and passed;
- (2) reduced to writing, executed, delivered and filed with the Clerk of the Circuit Court of Palm Beach County with the same formalities as this Agreement.

F. Binding effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable assigns; but no person not a direct party to this Agreement shall be or be deemed to be a legally entitled third party beneficiary hereof.

G. Governing law and venue. This Agreement and all services contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflict of law's principle. Venue of all proceeds in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in selection of venue.

H. Agreement administrators. Each of the municipalities hereby designate their respective directors and chiefs of their public safety departments, or their nominees, or in the absence of the designated person, their acting directors or chiefs, to be their Administrator and liaison for the performance and receipt of performance of all services and action under this Agreement. Said contract administrators shall be the points of contact for all operational matters between the municipalities.

I. Effective date. This Agreement shall be effective upon its full execution and filing with the Clerk of Circuit Court in and for Palm Beach County.

J. Waiver. No delay or failure by either municipality in enforcing or insisting on strict performance of any of the terms or provisions hereof shall be deemed a waiver of any other or further term or provision of similar or dissimilar nature or of any continuing waiver.

K. Term. The term of this Agreement shall be for the period of time as set forth in the towing services agreement, which includes any renewals thereof.

L. Breach, notice, cure and default.

- (1) Neither of the parties shall be charged with any breach, nor shall this Agreement be terminated for cause except upon written notice particularizing the breach. The Florida Governmental Conflict Resolution process provided for under Chapter 164, Florida Statutes shall be complied with prior to any notice of

default and termination for cause being given, after which written notice of default and termination may be given.

(2) Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

M. Termination

(1) This Agreement may be terminated for cause at the end of the calendar month next following the month in which notice of default and termination was properly served.

(2) This Agreement shall automatically terminate in the event the Village terminates the towing and storage services agreement with the vendor and does not enter into a replacement agreement with another vendor.

N. Notice. All formal notices affecting the terms or provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the municipality as designated below, until such time as the municipality furnishes the other written instructions for such other notice delivery.

For the Town of Lake Clarke Shores:
Town Administrator
1701 Barbados Road
Lake Clarke Shores, FL 33406

For the Village of Palm Springs
Village Manager
226 Cypress Lane
Palm Springs, FL 33461

(remainder of page left blank)

IN WITNESS WHEREFORE, each of the municipalities has by appropriate motion of its council authorized and caused this Agreement to be made, executed (signed by its Mayor and attested by its Clerk) in triplicate (one original for each municipality and one for filing) and performed.

EXECUTED BY LAKE CLARKE SHORES this ____ day of _____, 2016.

ATTEST: TOWN OF LAKE CLARKE SHORES

By: _____
Mary Pinkerman, Town Clerk

By: _____
Robert M.W. Shalhoub, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Charles Schoech, Town Attorney

EXECUTED BY VILLAGE OF PALM SPRINGS this ____ day of _____, 2016.

ATTEST: VILLAGE OF PALM SPRINGS

By: _____
Jane Worth, Interim Village Clerk

By: _____
Bev Smith, Mayor

(VILLAGE SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Village Attorney



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Land Development

ITEM#6: Temporary License Agreement – Temporary Storage – Bayside Pool Services, Inc., – 3945 Davis Road

SUMMARY: Ms. Pamela Marino, officer of Bayside Pool Services, Inc., is requesting temporary approval to continue utilizing two 8' X45' storage containers for business related materials (i.e., pool pumps, etc.) as outdoor storage storage on their property located on 3945 Davis Road. At this time, the applicant is unable to accommodate the materials within their existing building and funding is not available to support the construction of a building addition.

The Applicant was previously granted approval for a 2-year Temporary License to provide for time to prepare and file a site plan application to expand their building and accommodate their storage needs. Additionally, prior to the most current agreement, the Village approved a 1-year Temporary License Agreement in 2013 that expired in January 2013.

The most recent Temporary License Agreement expired on September 12, 2016 and the applicant has continued to utilize the storage units.

Note: The Village Code (Section 34-829 – Temporary licensing of certain uses.) provides that temporary, accessory uses in the CG district are permissible for up to five (5) years, renewable at the option of the Village.

As a result, the applicants are requesting to utilize the storage containers as outdoor storage for an additional two (2) year period.

Staff maintains concern with recommending approval for a temporary license for the proposed use. However, due to the applicants' stated financial hardship as a result of the economy, recommends a final 2-year Temporary License Agreement during which a building expansion must be approved and constructed

FISCAL IMPACT:

The proposed request does not have a significant fiscal impact to the Village.

ATTACHMENTS:

1. Proposed Temporary License Agreement – Bayside Pool Services, Inc.
2. Applicant Temporary Use Permit Application

3. Site Photos
4. Location Map

Temporary License Agreement

THIS TEMPORARY LICENSE AGREEMENT (“License”) is made this ____ day of _____, 2016, by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation, (“Village”) by and through the authority of its Land Development Director, with its principal address at 226 Cypress Lane, Palm Springs, FL 33461; and **BAYSIDE POOL SERVICES, INC.**, a Florida corporation with its principal address at 3945 Davis Road, Palm Springs, Florida 33461 (“Licensee”).

RECITALS

WHEREAS, Licensee owns property located at 3945 Davis Road, Palm Springs, Florida (“Property”) described in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, currently the Property is utilized for a pool servicing company on the Property (“Facilities”); and

WHEREAS, the Licensee was previously granted a temporary license to locate two eight foot by forty-five foot storage containers on the Property to store pool pumps and equipment; and

WHEREAS, the previous temporary license has expired on September 12, 2016 and Licensee requests additional time for temporary storage on the Property; and

WHEREAS, the Property is located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, the Licensee has requested that the Village license the use of the Property for storage as an accessory use of the Property; and

WHEREAS, the use of the Property for storage is not a permitted or special exception use in the CG district in which the Property is located; and

WHEREAS, Village Code Section 34-829 authorizes the Land Development Director or the Village Council, for good cause shown, to grant a temporary license for certain uses in the CG district, not to exceed five (5) years from the approval date, renewable at the option of the Village; and

WHEREAS, Village Code Section 34-829 includes among other expressly identified land uses, the licensing of other accessory uses, whether or not expressly provided for in Section 34-823, but not otherwise prohibited in that subdivision, and as approved by the Land Development Director or Village Council; and

WHEREAS, pursuant to Village Code Section 34-829(h), Section 34-829 is to be utilized as a guide in determining whether a license for use should be granted; and

WHEREAS, the Land Development Director has applied Section 34-829 as a guide and has determined that based upon the mutual promises and consideration as set forth herein, that a **temporary, two (2) year revocable license** for storage should be granted to the Licensee for the Property as more specifically provided herein; and

WHEREAS, Village Code Section 34-829 also requires Licensee to submit a site plan amendment application for changes to the physical layout of the Property, if applicable; and

WHEREAS, Licensee attests that no changes to the physical layout of the property are proposed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. LICENSED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-829, the Village by and through the authority of its Land Development Director hereby grants Licensee a temporary, revocable license which authorizes Licensee to place two (2) eight foot by forty-five foot storage containers at the east end of the property (north side) at least five feet from the property line subject to the terms and conditions of the License. No other interest or right to use the Property is granted to Licensee under this License.

3. LICENSE TERM AND EFFECTIVE DATE

3.1 The term of this License is limited to two (2) years. The term shall commence on September 12, 2016 (“Commencement Date”) and shall terminate on September 12, 2018. This License shall become effective upon approval by the Land Development Director. At the conclusion of the two-year term, the licensed use of the Property shall expire and the Licensee shall terminate such use unless otherwise extended in accordance with this License. If not extended, than failure to terminate the temporary use shall be grounds for default and subject the Licensee and/or owner to appropriate legal action including mandatory injunctive relief and the reasonable costs incurred by the Village in enforcing this License including attorney’s fees at all administrative, trial and appellate levels. Pursuant to Village Code Section 34-829, upon issuance of a court order from a court of competent jurisdiction awarding attorney’s fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order.

3.2 Upon the expiration of the term of this License, at Licensee's sole discretion, Licensee shall have the right to apply for an extension to this License Agreement in accordance with Village Code.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this License Agreement.

1. Access to the Property shall be limited and restricted to normal business hours.
2. Access is limited to the normal van and small truck traffic currently in use by the business.
3. No chemicals or gasoline shall be stored in the containers.
4. Required clearance from all easements and utility lines shall be provided.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, Village, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the licensing of the land use of the licensed Property, this License, the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend and indemnify within 7 days after such notice is given by the Village. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Licensee of a claim shall not release the Licensee of the above duty to defend and indemnify.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between the Village and Licensee and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or

With a mandatory copy to: The Village of Palm Springs, Florida
 Attention: Glen Torcivia, Village Attorney
 701 Northpoint Parkway, Suite 209
 West Palm Beach, Florida 33407

Licensee: Bayside Pool Services Inc.
 3945 Davis Road
 Palm Springs, Florida 33461

10. APPLICABLE LAWS

10.1 During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). Licensee shall, with respect to the condition of the Property and at the Licensee’s sole cost and expense, comply with (a) all laws relating solely to Licensee’s specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11. SURVIVAL

11.1 The provisions of this License relating to indemnification shall survive and termination or expiration of this License. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License shall also survive such termination or expiration.

12. CAPTIONS

12.1 The captions contained in this License are inserted for convenience only and are not intended to be part of this License.

13. ATTORNEY’S FEES

13.1 It is the understanding of the parties that if legal action is required to enforce this License, the prevailing party will be entitled to reasonable attorney’s fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

14.1 In the event that the Licensee is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the

Village, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this License, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. A breach of this License by Licensee may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the licensed use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this License is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this License Agreement in the event of a default.

14.2 The parties hereto agree that the Village's right to terminate this License as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements by Licensee to the Facilities for the use licensed herein. Accordingly, this License shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements.

14.3 The Licensee acknowledges that the Village and the public will be irreparably damaged if the terms and conditions of this License are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the License, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this License Agreement.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this License on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this License intended to relieve or discharge the obligation or liability of any third person to any party to this License nor shall any provision give any third persons any right of subrogation or action over or against any party to this License.

17. PREPARATION

17.1 This License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

18. COUNTERPARTS

18.1 This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the day and year first above written.

THE VILLAGE OF PALM SPRINGS

Kim Glas-Castro
Land Development Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Glen Torcivia,
Village Attorney

LICENSEE:
Bayside Pool Services, Inc.

WITNESSES:

By:

(Corporate Seal)

By:

By:

EXHIBIT "A"
Property Description

PCN: 70-43-44-19-20-068-0060

**Subdivision 19-44-43 S 10 FT OF N 200 FT OF W 134.14 FT OF TR 68
RECORDED IN OR BOOK 910 PAGE 394**



'Confidence through Experience'

Tel: 561-963-6211 • Fax: 866-793-8251 • www.Baysidepools.biz

Contractor License Number: #CPC1457100

Re: License Agreement: Storage Containers

Attn: Land Development - Kim Glas-Castro,

In reference to your letter dated July 20th 2016 and our telephone conversation from August 1st, we are requesting an additional 2-year extension to the license.

We do endeavor to keep the exterior of the containers clean and presentable and in good sound working condition so that we are not considered a nuisance to the neighbors or the community.

Monies are simply not available for a permanent structure to replace the containers.

Given all this, we would appreciate a 2-year extension in order to work out a longer term solution to this situation.

Many thanks for the consideration.

Regards

VILLAGE OF PALM SPRINGS
LAND DEVELOPMENT DEPARTMENT

AUG 19 2016

RECEIVED

201601114



VILLAGE OF PALM SPRINGS
LAND DEVELOPMENT DEPARTMENT

Village of Palm Springs Land Development Department Unified Development Application

AUG 23 2016

226 Cypress Lane
Palm Springs, FL 33461
Phone: (561) 965-4016
Fax: (561) 439-4132
<http://www.vpsfl.org>

RECEIVED

Prior to the submission of this application, the applicant must have a pre-application meeting with Land Development staff to review the proposed project submittal and processing requirements.

Pre Application Meeting Date: _____

201601114

Indicate the type of application you are applying for:

- | | |
|--|---|
| <input type="checkbox"/> Comprehensive Plan Amendment (text) | <input type="checkbox"/> Administrative Amendment |
| <input type="checkbox"/> Future Land Use Map Amendment* | <input type="checkbox"/> Site Plan (Minor / Major / PD)* |
| <input type="checkbox"/> Rezoning * | <input type="checkbox"/> Site Plan Amendment (Minor/Major)* |
| <input type="checkbox"/> LDR / Zoning Change (text) | <input type="checkbox"/> Special Exception* |
| <input type="checkbox"/> Plat (Preliminary) | <input type="checkbox"/> Development Order Amendment* |
| <input type="checkbox"/> Master Sign Plan | <input type="checkbox"/> Variance (District Standard)* |
| <input checked="" type="checkbox"/> Temporary License Agreement <i>Renewal</i> | <input type="checkbox"/> Variance (Sign) |
| <input type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Variance (Hours of Operation)* |
| <input type="checkbox"/> Abandonment | <input type="checkbox"/> Administrative Variance |
| <input type="checkbox"/> Appeal | <input type="checkbox"/> Deed Restriction / Unity of Title |
| <input type="checkbox"/> Utility /Civil Plan | <input type="checkbox"/> Other _____ |

INSTRUCTIONS:

- All questions must be completed on this application. If not applicable, mark **N/A**.
- Include all submittal requirements / attachments with this application.
- All applicable fees are due when the application is submitted (Fees adjusted annually). Advertising, postage, and cost recovery, including professional fees incurred by the Village, will be billed to the Applicant.
- Include mailing labels/stamped envelopes of all property owners within a 300 feet radius of affected site with signed affidavit (Applications types marked with *).
- All plans must be submitted no later than 4:00 p.m. 45 days prior to a Land Development Board hearing (see schedule).
- The applicant is responsible for addressing staff review comments in a timely manner. Any application which remains inactive for over 6 months will be removed from staff review. A new, updated, application will be required with applicable fees.
- Applicants presenting demonstration boards or architectural renderings to the Village Council must have an electronic copy (PDF) of each board submitted to Land Development Department no later than the Wednesday preceding the meeting. Note: Representations made at the hearing, verbally or graphically, become part of the record.

Staff Use Only

Application Numbers: _____

Date Submitted: _____

Posted Signs Required: _____

SECTION 1-PROJECT INFORMATION:

Project Name: Bayside Pool Services Inc.

Project Address: 3945 Davis Road, Palm Springs 33461

Location of Property: The subject property is located approximately .2 mile(s) (N) S, E, W (circle one) from the intersection of Lake Worth Rd & Davis Road, on the N, S, (E) W (circle one) side of Davis Road (street).

Shopping Center / Office Building: _____

Acreage of Property: .31 Building Square Feet: _____

Density or FAR: _____ Plat Name: _____

PCN Number(s): 70-473-44-19-20-OLRF-DDLW

Dimensions of Property: _____

Legal Description: (or attach separate sheet)

Commercial property.

Property History, if applicable: Describe previous applications on property (Approved Variances, Special Exception, Site Plan, etc...) Include previous application numbers and any conditions of approval.

Application #	Request	Action	Resolution / Ordinance #	Approval Date

SECTION 2 - APPLICANT / OWNER / AGENT INFORMATION

Owner's Name: Bayside Pool Services Inc

Owner's Address: 3945 Davis Road, Lakewood, FL

Owner's Email Address: Mark@bam@aol.com

Owner's Phone: 501-963-6211 Owner's Fax: 866-793-8251

Applicant, if different than Owner: _____

Agent: _____

Contact Person: _____

Agent's Address: _____

Agent's Email Address: _____

Agent's Phone: _____ Agent's Fax: _____

All correspondence will be sent directly to agent unless otherwise instructed.

SECTION 3- LAND USE AND ZONING INFORMATION:

EXISTING

PROPOSED

Zoning: Commercial

Zoning: _____

Land Use: _____

Land Use: _____

Use: _____

Use: _____

Plat: _____

Plat: _____

ADJACENT LAND USE / ZONING / USE(S)

North: _____

South: _____

East: _____

West: _____

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

Renewal of our temporary license
for two storage containers located
behind the building at 3945 Davis
Road.

SECTION 5- PROJECT AUTHORIZATION

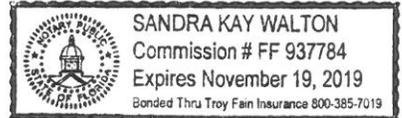
OWNER CERTIFICATION

(If more than one owner, attached executed Certifications for each)

This is to certify that I am the owner of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. The undersigned hereby petitions the Village of Palm Springs Staff, Land Development Board, and the Village Council to call Public Hearings upon due Public Notice in accordance with the Rules, Regulations, and Laws as promulgated by the Village of Palm Springs. The cost of which petition and notice and other costs as promulgated by rule is hereby assumed by the undersigned.

Pamela Maguire 8/17/16
Signature of Owner Date

Sworn and Subscribed before me this 17 day
of August, 2016



Sandra Kay Walton Nov 19, 2019
Signature of Notary Public My Commission Expires

AGENT CERTIFICATION

This is to certify that I am the agent of the property owner described in this application and that all information supplied herein is true and correct to the best of my knowledge.

Signature of Agent Date

Sworn and Subscribed before me this _____ day
of _____, 20_____

Signature of Notary Public My Commission Expires

PROPOSED USE AND STATEMENT OF USE JUSTIFICATION

Instructions:

The applicant is required to state reason or basis this temporary use license/permit is required and the intended use or uses this license/permit will accommodate. Temporary license agreements must adhere to Section 34-829 of the Village Code and can be requested for a maximum of 5 years. Temporary use permits must adhere to Section 34-895 of the Village Code and can be requested for a maximum of 2 years.

Request for temporary license for two storage containers located behind the
building at 3945 Davis Road. These containers are being used for storage until
such time that funds become available to build an addition onto the building.
These funds are currently not available. The containers are being kept up
aesthetically to blend in with the surrounding area by painting them white and
keeping them free of rust.
The use of these containers does not affect the flow of traffic or increase the
amount of traffic. The containers are accessed during normal business hours only
by authorized personnel. No chemicals or gasoline is stored in the containers.



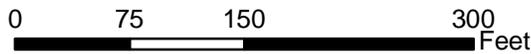


VILLAGE OF PALM SPRINGS

Bayside Pools - 3945 Davis Road



Bayside Pools



DATE: 9/16/2016





Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Leisure Services

ITEM #7: Temporary Non-Exclusive License Agreement – Village Center Athletic Complex - Elite Soccer Academy, Inc.

SUMMARY: Mr. Dusco Piljic, President of Elite Soccer Academy, Inc., is requesting approval to utilize field space, on a temporary basis, at the Village Center Athletic Complex for his private competitive soccer club for eight (8) weeks - beginning Monday, September 19th, 2016 through Friday, November 11th, 2016.

The Elite Soccer Academy has utilized our facilities for many years and they have built their soccer club to include more than 200 youth participants from around the County (approximately 5 players are from the Palm Springs community). At this time, their soccer training and related costs, in addition to the limited number of players from Palm Springs, have grown to a point that exceeds the Village's ability to continue subsidizing this program. As a result, Elite is currently looking for alternative soccer fields/facilities to relocate their program.

The approximate program costs (and subsidy) to host this program within the Village's Athletic Complex (not including Village administrative costs, new Village equipment, storage of Elite's equipment and vehicles, etc.) are provided within the attached spreadsheets. The projected cost recovery (break even point), based on the cost share percentage for Elite Soccer Academy from the past year's usage and the Village's maintenance expenditures, are as follows:

<u>Previous Year Field Usage</u>	<u>Annualized Cost</u>	<u>Monthly Cost</u>
9 months per year (Weekdays)		
. 50% Cost Share	\$63,962.83	\$7,106.98
. 25% Cost Share	\$35,238.65	\$3,915.41

Note: These are projected costs based on actual Village expenditures and do not include all associated costs (i.e., Village administrative costs, new Village equipment, storage of Elite's equipment and vehicles, etc.) to support the Elite Soccer Academy on the Village's Athletic Complex fields.

In an effort to work with Elite Soccer Academy to enable them to find alternative fields, staff is proposing to enter into a two (2) month Temporary Non-Exclusive License Agreement for the use of certain portions of the Village's Athletic Complex (as determined

by Village staff) in the total amount of \$7,500 (approximately 25% cost share) to be paid over two, equal payments. The proposed Agreement will end on November 11, 2016.

The proposed Facility Use Agreement was prepared by Leisure Services Director and reviewed by the Village Attorney.

FISCAL IMPACT:

The proposed agreement, although not covering the full 50% cost share for utilization of the Village's Athletic Complex, will produce rental revenues to offset a portion of the Village's field maintenance costs.

ATTACHMENTS:

1. Proposed Non-Exclusive License Agreement – Elite Soccer Academy
2. Program Cost Analysis - 50% Cost Share – Elite Soccer Academy
3. Program Cost Analysis - 25% Cost Share – Elite Soccer Academy
4. Certificate of Liability Insurance

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
THE VILLAGE OF PALM SPRINGS AND ELITE SOCCER ACADEMY
FOR USE OF CERTAIN VILLAGE PARK FACILITIES**

THIS AGREEMENT made and entered into this 19th day of September, 2016, by and between the **VILLAGE OF PALM SPRINGS**, a Florida municipal corporation (hereinafter referred to as "Village"), and Elite Soccer Academy (hereinafter referred to as "Sports Provider") for use of certain Village park facilities.

WITNESSETH:

WHEREAS, Sports Provider is desirous of holding certain sports related activities at certain Village of Palm Springs park facilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties hereby covenant and agree as follows:

1. **Term.** The **Village** hereby grants to **Sports Provider** a non-exclusive license to use those park facilities of the Village of Palm Springs, as described below for a term of eight (8) weeks beginning on the date above executed and ending on Friday, November 11th.

2. **Non-Exclusive License Agreement Only.** The Agreement between the **Village** and **Sports Provider** is a non-exclusive license agreement, not a lease or purchase agreement, and should be construed by a court of competent jurisdiction to be a license agreement only. **Sports Provider** hereby recognizes that it has a non-exclusive right to use those park facilities and that **Village** may permit other groups to use those same facilities at any time. **Village** shall endeavor to coordinate all user groups use of the facilities through the Parks and Recreation Director or his/her designee and will notify **Sports Provider** five (5) days prior to any schedule changes.

3. **Park Facilities to be used by Sports Provider.** The **Village** shall allow the **Sports Provider** the use of the following facilities:

Specified areas within the Village Center Ball Field Complex which do not interfere with Village recreational programs on weeknights between the hours of 6:00 and 9:15 p.m.

4. **Responsibilities of Sports Provider.** **Sports Provider** shall provide:

a. **Sports Provider** shall provide all necessary supervision as reasonably necessary for their use.

b. **Sports Provider** shall be responsible for picking up trash on the fields and in the bathrooms and parking lot after each use by **Sports Provider** and for all costs of same and shall cause no damage to **Village** property.

c. **Sports Provider** shall be responsible for coordinating use of the specified park facilities with the Parks and Recreation Director or designee in advance of such use.

d. **Sports Provider** agrees that a **\$7,500** user fee for the **Village's** Park Facilities shall be paid in 2 equal installments to the **Village** by the **Sports Provider**. The first shall be due on or before Monday, September 19th, 2016 and the second on or before Monday, October 17th, 2016 or the **Village** has the right to terminate this Agreement immediately.

e. **Sports Provider** shall define both an on-site and off-site contact person who will serve as the primary contact with the **Village** while the fields are in use by the **Provider**

5. **Proof of Insurance.** **Sports Provider** shall provide the **Village** with proof of insurance coverage from a company or companies lawfully authorized to do business in the State of Florida and rated “B+” or better in Best’s Insurance Guide. In addition, such insurance shall be for no less than the following amounts (subject to approval by the **Village**): (a) automobile: \$1,000,000 per injury and per death; (b) Comprehensive General Liability: \$1,000,000 per occurrence for both personal injury and property damage; and (c) Workers Compensation: Statutory and Employers Liability in the amount of \$1,000,000 as required by state law. The insurance certificate shall list the **Village** as an “additional insured.”

6. **Vacating the Event Site.** **Sports Provider** shall be permitted to use the park facilities, as described in Section 3 and as coordinated by the **Village’s** Parks and Recreation Director or his/her designee. Further, **Sports Provider** agrees to stop all activities in the event that the **Village** needs to close the park facilities for any necessary repairs and/or maintenance or to utilize fields for any use as determined by the **Village**.

7. **Non-Discrimination.** **Sports Provider**, including their personal representatives, successors and interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, does hereby covenant and agree that:

a. No person on the basis of race, color, national origin, age, sex, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

b. That **Sports Provider** shall use the premises in compliance with all other requirements imposed or pursuant to Title 45, Code of Federal

Regulations, Article 80, Non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare/ Effectuation of Title 6 of the Civil Rights Act of 1964, and as said regulations may be amended.

c. In the event of a proven breach of any of the above non-discrimination covenants, the **Village** shall have the right to terminate the license and to take possession of said facilities and hold the same as if said license had never been made or issued. This provision shall not be effective until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed, including exercise or expiration of appeal rights.

d. **Sports Provider** shall not discriminate against any employee or applicant for employment in the performance of the license with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, disability (except where based on bona fide occupation or qualification), or because of marital status, race, color, religion, national origin or ancestry.

8. **Cancellation by Either Party**. The occurrence of any of the following may cause this Agreement to be automatically terminated:

a. Either party may terminate this Agreement with or without cause upon thirty (30) calendar day's written notice by United States mail to **Sports Provider** and/or **Village**.

b. The **Village** may terminate this Agreement immediately if it is determined that **Sports Provider's** use of the park facility property will result in a loss of the **Village's** tax exempt status for all or any portion of the property.

Section 11. **Notices**. All notices submitted or required by this Agreement shall be sent by registered or certified mail and addressed to the parties as follows:

To Village: Rich Reade, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

To Sports Provider: Dusco Piljic
Elite Soccer Academy
P.O. Box 7661
Jupiter, FL 33468

or to such other addresses as each party may designate in writing.

9. **Interpretation**. This license constitutes the entire license between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties. This Agreement may be amended only by written document, properly authorized, executed and delivered to both parties. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. Waiver of any breach shall not constitute a waiver of any other breach. Invalidation of any portion of this Agreement shall not automatically invalidate the entire agreement.

10. **Independent Contractor/Indemnity**. It is understood and agreed that **Sports Provider** is an independent contractor and is not an agent, servant, or employee of **Village**. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a

claim or lawsuit is brought against **Village** or any of its officers, agents or employees, **Sports Provider** shall indemnify, save and hold harmless and defend the **Village** (pay all legal costs), its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of **Sports Provider**, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

11. **Destruction of Park Facilities Property.** In the event said Facilities, or major part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by **Village** impossible, then and thereupon, this Agreement shall terminate, unless **Sports Provider** shall, at its option, agree to pay to repair such damage.

12. **Personal Property.** **Village** assumes no responsibility whatsoever for any personal property or vehicles placed on the park facility property by **Sports Provider**, its agents, employees, representatives, independent contractors or invitees. **Village** is hereby expressly released and discharged from any and all liabilities for any loss, injury or damage to such property that may be sustained by reason of the use and occupancy of the Facilities under this Agreement, unless such damage, loss or liability is caused by **Village's** (including employees and agents) gross negligence or willful misconduct.

13. **Compliance with Laws.** **Sports Provider** shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Village of Palm Springs and of any other public authority which may be

applicable to the use of the Facilities by **Sports Provider**. **Sports Provider** shall obtain at their own expense any and all required **Village** and other required permits and licenses including an occupational license if required.

14. **Governing Law and Venue**. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

15. **Entire Agreement**. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by all parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election by the same shall continue and remain in full force and effect.

16. **Severability**. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

17. **No Representations by Village**. Neither the **Village** nor the **Village's** officers, agents and/or employees have made any representations or promises except as expressly set forth in this Agreement.

18. **Assignment of Agreement.** **Sports Provider** shall not assign or transfer this Agreement nor otherwise convey any privilege granted hereunder or sublease/license any part of the park facilities unless the written consent of the **Village** is first obtained. Neither this Agreement nor any right, privilege or interest therein or thereunder shall be transferable by operation of the law or by any process or proceeding of any court.

19. **Palm Beach County Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, **Sports Provider** acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. **Sports Provider** has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

20. **Public Records** Public Records: **Sports Provider** shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the **Village** as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the **Village** to perform the service.
- (b) Upon request from the **Village's** custodian of public records or designee, provide the **Village** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of this Contract and following completion of this Contract if the Auditor does not transfer the records to the Village.

(d) Upon completion of this Contract, transfer, at no cost, to the **Village** all public records in possession of the **Sports Provider** or keep and maintain public records required by the **Village** to perform the service. If the **Sports Provider** transfers all public records to the **Village** upon completion of the Contract, the **Sports Provider** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Sports Provider** keeps and maintains public records upon completion of the Contract, the **Sports Provider** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **Village**, upon request from the **Village's** custodian of public records or designee, in a format that is compatible with the information technology systems of the **Village**.

IF THE SPORTS PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPORTS PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

IN WITNESS WHEREOF, the parties have caused this agreement and one counterpart, both of which shall constitute originals, to be executed by its proper officers hereto duly authorized on the year and date first above written.

ATTEST:

VILLAGE OF PALM SPRINGS, FLORIDA

Village Clerk

By: _____
Bev Smith, Mayor

Approved as to Form:

Village Attorney

WITNESS:

[Signature]

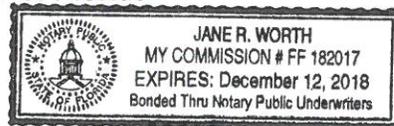
(print or type name)

[Signature]
By: _____
Print Name: DUSKO PULJIC
Title: PRESIDENT / DIR. OF COACHING

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of September, 2016, by Dusko Puljic, (name of officer or agent, title of officer or agent) of Elite Soccer Academy (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL Identification (type of identification) as identification and did (did not) take an oath.

[Signature]
Signature of Notary Public - State
of Florida



Program Cost for Elite Soccer assuming 50% contribution to Field Maintenance Expenses

	Total Costs	Elite's Share	
Monthly Electric Bill Average during Program	\$ 2,835.36		
Summer Months Average	<u>\$ 1,387.71</u>		
Difference	\$ 1,447.66		
9 months total	\$ 13,028.93		
Elite's Share - 50%		\$ 6,514.47	
Field Repairs Budget	\$ 24,000.00		Includes Fertilizer, Herbicides, Pesticides, Annual Seeding
Elite's Share (50%)		\$ 12,000.00	
Staff to Maintain Fields	\$ 190,881.60		(3 guys @ \$19/hr avg. x 2080 plus benefits @61% of salary)
Percentage of Time Spent on ballfields	45.00%		Cleaning Complex, Mowing, Weed eating, aerating, irrigating etc.
Total	\$ 85,896.72		
Elite's Share (50%)		\$ 42,948.36	
Miscellaneous Maintenance	\$ 5,000.00		Gas and Oil, Equipment Repair and Maintenance, sprinkler heads, etc
Elite's Share (50%)		<u>\$ 2,500.00</u>	
Total		\$ 63,962.83	
9 Monthly Payments		\$ 7,106.98	

Notes:

- * Extremely Small Percentage of Village Residents enrolled in the Program
- * Program Costs do not include Capital purchases such as mowers and tractors to maintain the fields
- * Program Costs do not include other Administrative costs such as other personel, storage of equipment, parking of Vehicle on premises
- * 25% cost share is lower than actual field usage percentage. 50% cost share would not be unreasonable
- * Program Costs does not take into account previous Village subsidy of the program over the years

Program Cost for Elite Soccer assuming 25% contribution to Field Maintenance Expenses

	Total Costs	Elite's Share	
Monthly Electric Bill Average during Program	\$ 2,835.36		
Summer Months Average	<u>\$ 1,387.71</u>		
Difference	\$ 1,447.66		
9 months total	\$ 13,028.93		
Elite's Share - 50%		\$ 6,514.47	
Field Repairs Budget	\$ 24,000.00		Includes Fertilizer, Herbicides, Pesticides, Annual Seeding
Elite's Share (25%)		\$ 6,000.00	
Staff to Maintain Fields	\$ 190,881.60		(3 guys @ \$19/hr avg. x 2080 plus benefits @61% of salary)
Percentage of Time Spent on ballfields	45.00%		Cleaning Complex, Mowing, Weed eating, aerating, irrigating etc.
Total	\$ 85,896.72		
Elite's Share (25%)		\$ 21,474.18	
Miscellaneous Maintenance	\$ 5,000.00		Gas and Oil, Equipment Repair and Maintenance, sprinkler heads, etc
Elite's Share (25%)		<u>\$ 1,250.00</u>	
Total		\$ 35,238.65	
9 Monthly Payments		\$ 3,915.41	

Notes:

- * Extremely Small Percentage of Village Residents enrolled in the Program
- * Program Costs do not include Capital purchases such as mowers and tractors to maintain the fields
- * Program Costs do not include other Administrative costs such as other personel, storage of equipment, parking of Vehicle on premises
- * 25% cost share is lower than actual field usage percentage. 50% cost share would not be unreasonable
- * Program Costs does not take into account previous Village subsidy of the program over the years



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising	
	PHONE (A/C, No., Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com		
PRODUCER CUSTOMER ID:		
INSURED 10152320 CP# 400 Elite Soccer Academy, Inc. PO Box 7661 Jupiter, FL 33468 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE
		INSURER A: Nationwide Mutual Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:
		NAIC # 23787

COVERAGES **CERTIFICATE NUMBER:** 2000256442 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG000005890000	05/27/16 12:01 AM	05/27/17 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6BRPG000005890000	05/27/16 12:01 AM	05/27/17 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG000005890000	05/27/16 12:01 AM	05/27/17 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Legal Liability to Participants (LLP) limit is a per occurrence limit.
 Sports: Youth Soccer (Ages: 12 and under, 13-15, 16-19)
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.
 Sexual Abuse or Sexual Molestation Liability - \$1,000,000 Each Occurrence (included above)/ \$1,000,000 Aggregate (included above)

CERTIFICATE HOLDER Village of Palm Springs Leisure Services 226 Cypress Lane Palm Springs, FL 33461 Owner/Manager/Lessor of Premises	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

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Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Land Development

ITEM #8: Award of Property Improvement Program (PIP) Matching Grant Monies

SUMMARY: A PIP applicant has completed their improvement project and has filed the necessary documentation to receive the Village matching grant funds.

- 1) Owner/Resident: Daniel and Sherry Pica
Address: 444 Alameda Drive (Since 2003)
Project: Replaced Windows with Impact Resistant Glass and Front Door
Eligible Costs: \$ 9,500.00
Grant Award: \$ 4,750.00

FISCAL IMPACT:

Funding is available in the FY 2016 General Fund Budget for property improvement incentives.

ATTACHMENTS:

1. 444 Alameda Drive - Before and After Photos



BEFORE



AFTER



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Finance

ITEM #9: Ordinance No. 2016-14 - Establish FY 2016-2017 Millage Rates - Operating & Debt Service

SUMMARY: The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY) beginning October 1, 2016 and ending September 30, 2017. Additionally, the Council is requested to consider certifying the Village's taxable values to the PBC Property Appraiser as well as other related financial information:

- . Gross taxable property value for the FY 2017 is \$913,864,847 – an increase of \$93,988,249 over FY 2016
- . The Village's proposed FY 2017 General Fund operating millage is \$3.9000 per \$1,000 of taxable value or an increase of 10.08% over the rolled-back rate
- . Rolled-back rate is calculated at \$3.5428 per \$1,000 of taxable value
- . Total taxable value within the Village to calculate the debt service millage rate is \$916,187,067; thus, the proposed millage rate required to pay the Village's general obligation debt for FY 2017 is \$0.4930 per \$1,000 of taxable value
- . Proposed operating millage rate of \$3.9000 per \$1,000 of assessed valuation and the voted debt service millage rate of \$0.4930 per \$1,000 of taxable value provide for a total millage rate of \$4.3930
- . The proposed combined millage rates for FY 2017 (3.9000 operating + .4930 debt) are .0554 mills lower than the approved combined millage rates for FY 2016 (3.9000 operating + 0.5484 debt)

The proposed FY 2017 millage rate ordinance was approved on 1st reading on September 8th, and is being presented for 2nd and final reading.

Note: Staff will submit the required Form DR-420 – Certification of Taxable Value and the Form DR-420Debt – Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector and the State of Florida following final approval.

FISCAL IMPACT:

The proposed combined millage rates (4.3930) for FY 2017 (3.9000 operating + .4930 debt) are .0554 mills lower than the approved combined millage rates for FY 2016 (3.9000 operating + 0.5484 debt).

ATTACHMENTS:

1. Proposed Ordinance 2016-14 – Establish FY 2017 Millage Rates - Operating & Debt Service
2. Form DR-420 - Certification of Taxable Value
3. Form DR-420Debt - Certification of Voted Debt Millage
4. Proposed Property Tax Levy Advertisement – Palm Beach Post & Village Website – September 19, 2016

ORDINANCE NO. 2016-14

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2016/2017; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida adopted Fiscal Year 2016/2017 final millage rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Village of Palm Springs, Florida, held public hearings as required by Florida Statute 200.065; and

WHEREAS, the real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of \$861,187,815 and the tangible personal property for nonexempt valuation of \$52,677,032, for a total gross taxable value for operating purposes of \$913,864,847.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Fiscal Year 2016/2017 operating millage rate for the Village of Palm Springs is hereby levied in the amount of \$3.9000 mills which is 10.08% over the rolled-back rate of \$3.5428. The general obligation debt service millage rate is hereby levied in the amount of \$0.4930 mills, for a total of \$4.3930 mills of nonexempt valuation of real and personal property within the Village.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional,

unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 5. Effective Date. This ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Ordinance duly passed and adopted this _____ day of SEPTEMBER 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2016	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	861,187,815	(1)
2.	Current year taxable value of personal property for operating purposes	\$	52,677,032	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	913,864,847	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	11,322,963	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	902,541,884	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	819,876,598	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Number 1 (9)
Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/29/2016 8:32 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	3.9000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	3,197,519	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	3,197,519	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	902,541,884	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	3.5428	per \$1000	(16)
17.	Current year proposed operating millage rate	3.9000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	3,564,073	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
--	---	------------------------------------

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	3,197,519	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		3.5428 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	3,237,640	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	3,564,073	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		3.9000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		10.08 %	(27)

First public budget hearing	Date :	Time :	Place :
------------------------------------	--------	--------	---------

S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Richard R. Reade, Village Manager		Rebecca Morse, CFO		
	Mailing Address :		Physical Address :		
		226 CYPRESS LANE			
City, State, Zip :		Phone Number :		Fax Number :	
PALM SPRINGS, FL 33461		5619654010		5619650899	

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check "Yes" if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



CERTIFICATION OF VOTED DEBT MILLAGE

Reset Form

Print Form

DR-420DEBT
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2016	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs
Levy Description : Palm Springs Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	863,510,035	(1)
2.	Current year taxable value of personal property for operating purposes	\$	52,677,032	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	916,187,067	(4)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date :	6/29/2016 8:32 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.4930	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	0.0000	per \$1,000	(6)

S I G N H E R E	Taxing Authority Certification	I certify the proposed millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Title : Richard R. Reade, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO		
	Mailing Address :	Physical Address : 226 CYPRESS LANE		
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5619654010	Fax Number : 5619650899	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

NOTICE OF PROPOSED TAX INCREASE

The Village of Palm Springs has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy.....	\$ 3,203,089.
B. Less tax reductions due to Value Adjustment Board and other assessment changes.....	\$ 5,570.
C. Actual property tax levy.....	\$ 3,197,519.
This year's proposed tax levy.....	\$3,564,073.

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

Thursday, September 22, 2016

6:30 p.m.

At

Village of Palm Springs Council Chambers

226 Cypress Lane

Palm Springs, FL 33461

**A FINAL DECISION ON THE PROPOSED TAX INCREASE AND THE
BUDGET WILL BE MADE AT THIS HEARING.**



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Finance

ITEM #10: Ordinance 2016-15 - Adopt FY 2016-2017 Budget

SUMMARY: In accordance with the Village Charter and state law, the proposed ordinance establishes the balanced annual budget for the Village of Palm Springs in the amount of \$37,966,444 for Fiscal Year (FY) beginning October 1, 2016 and ending September 30, 2017. The proposed FY 2017 Budget is comprised of the following funds:

General Fund Budget	\$18,363,217
Debt Service Fund Budget	\$ 429,125
Water and Sewer Enterprise Fund Budget	\$18,801,280
Stormwater Enterprise Fund	\$ 372,822

The Village Council held a budget workshop on July 28, 2016 to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes this budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function, as they will appear in the budget summary advertisement that will be published in the Palm Beach Post on September 19, 2016 and posted on the Village's website – www.vpsfl.org – in accordance with state law.

The proposed FY 2017 Budget ordinance was approved on 1st reading on September 8th, and it is being presented for 2nd and final reading.

FISCAL IMPACT:

The proposed ordinance establishes the operating budget for the General Fund, Debt Service Fund, Water and Sewer Enterprise Fund and the new Stormwater Enterprise Fund for the fiscal year beginning October 1, 2016 and ending September 30, 2017.

ATTACHMENTS:

1. Proposed Ordinance No. 2016-15 – FY 2017 Budget
2. Proposed FY 2017 Budget Summary Advertisement – Palm Beach Post & Village Website – September 19, 2016

ORDINANCE NO. 2016-15

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.241(3), Florida Statutes (1997) requires a municipality to make appropriations for each fiscal year that do not exceed the amount to be received from taxation and other revenue sources; and

WHEREAS, municipalities are required to adopt their budget “by ordinance, unless otherwise specified in the municipality’s charter;” and

WHEREAS, all of the TRIM compliance measures have been achieved, including the two required public hearings, and all advertising requirements.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Budget Adopted. The appropriations for the fiscal year beginning October 1, 2016, in amount of \$37,966,444, are further described in **Exhibit “A”** attached hereto and incorporated herein by reference.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 4. Effective Date. This ordinance shall become effective immediately upon adoption.

Ordinance No. 2016-15

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Ordinance duly passed and adopted this _____ day of SEPTEMBER 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
SUSAN M.CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

BUDGET SUMMARY
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2016 - 2017

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS
ARE 11.3% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

ESTIMATED REVENUES:	MILLAGE PER \$1,000	GENERAL FUND	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET	
TAXES:							
AD VALOREM	3.9000	\$3,451,510				\$3,451,510	
VOTED DEBT SERVICE LEVY	0.4930		\$429,125			\$429,125	
SALES & USE TAXES		\$414,987				\$414,987	
UTILITY SERVICE TAXES		\$2,638,789				\$2,638,789	
LOCAL BUSINESS TAX		\$378,000				\$378,000	
PERMITS AND FEES		\$1,984,925				\$1,984,925	
INTERGOVERNMENTAL REVENUES		\$3,241,397				\$3,241,397	
CHARGES FOR SERVICES		\$2,022,458		\$18,158,480	\$372,822	\$20,553,760	
FINES AND FORFEITURES		\$360,200		\$520,000		\$880,200	
MISCELLANEOUS REVENUES		\$265,036		\$122,800		\$387,836	
OTHER FINANCING SOURCES		\$3,605,915				\$3,605,915	
TOTAL ESTIMATED REVENUES AND BALANCES			\$18,363,217	\$429,125	\$18,801,280	\$372,822	\$37,966,444
EXPENDITURES/EXPENSES:							
LEGISLATIVE		\$537,409				\$537,409	
EXECUTIVE		\$808,908				\$808,908	
FINANCE		\$579,280				\$579,280	
LEGAL		\$150,000				\$150,000	
GENERAL GOVERNMENT		\$410,272				\$410,272	
LAND DEVELOPMENT		\$849,577				\$849,577	
LAW ENFORCEMENT		\$9,416,298				\$9,416,298	
SANITATION		\$1,025,471				\$1,025,471	
WATER AND SEWER UTILITY				\$16,124,694		\$16,124,694	
STORMWATER UTILITY					\$372,822	\$372,822	
ROAD AND STREET MAINTENANCE		\$2,439,499				\$2,439,499	
LIBRARY		\$952,969				\$952,969	
PARKS AND RECREATION		\$1,146,774				\$1,146,774	
SPECIAL EVENTS		\$46,760				\$46,760	
DEBT SERVICE			\$429,125	\$298,055		\$727,180	
OTHER FINANCING USES				\$2,378,531		\$2,378,531	
TOTAL APPROPRIATED EXPENDITURES AND RESERVES			\$18,363,217	\$429,125	\$18,801,280	\$372,822	\$37,966,444

THE TENTATIVE ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Police Department

ITEM #11: Ordinance 2016-13 – Village Code Amendment – Off Duty Police Details

SUMMARY: The Police Department is recommending various amendments to Village Code related to Off-Duty Police Details to clarify certain requirements and fees. The proposed amendments include the following:

- . Fees for off-duty police detail services and the associated administrative expenses will be established in the fee schedule as approved by the Village Council
- . Deletes language defining the minimum charge required when a detail is cancelled within 48 hours prior to the start of the detail. This language has instead been included in the approved fee schedule
- . Off-duty details would be required to first be contracted with the Village's Police Department, and provided that proper notice is provided and the detail cannot be filled by the Village within 24-hours of the event, then another law enforcement agency, having proper jurisdiction, may be contracted to perform services requested

The proposed amendment was prepared by the Village Attorney and reviewed by the Chief of Police.

The proposed ordinance was approved on 1st reading on September 8, 2016, and is being presented for 2nd and final reading.

FISCAL IMPACT:

There is no direct fiscal impact to the Village as a result of the proposed amendment.

ATTACHMENTS:

1. Proposed Ordinance 2016-13 - Off Duty Police Details

ORDINANCE NO. 2016-13

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, PROVIDING FOR AN AMENDMENT TO CHAPTER 46 “OFFENSES AND MISCELLANEOUS PROVISIONS”; SECTION 46-4 “OFF-DUTY POLICE DETAIL”; TO CLARIFY CERTAIN REQUIREMENTS AND FEES FOR OFF-DUTY POLICE DETAILS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the “Village”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village Council wishes to facilitate the employment of Village police officers by separate and independent private employers needing off-duty police or traffic control services; and

WHEREAS, in adopting a clear and efficient set of procedures and fees for off-duty police details, the Village Council seeks to protect and enhance the protection of all residents and businesses in the Village as a legitimate exercise of its inherent police power; and

WHEREAS, the regulations and requirements herein set forth are the minimum requirements to promote the safety and general welfare, and to protect the character of business and industrial areas throughout the Village; and

WHEREAS, the Village Council has reviewed these proposed amendments and determined that such amendments further the protection of the public health, safety and general welfare of the residents, citizens and businesses of the Village.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. Findings. The Village Council finds the above statements are true and correct, and serve as a basis for consideration of this ordinance.

Section 2. Chapter 46 "Offenses and Miscellaneous Provisions", is amended as follows:

Sec. 46-4. Off-Duty Police Detail

(a) When used in this section, the word "department" shall mean the Village of Palm Springs Police Department.

(b) The department may facilitate the employment of village police officers by separate and independent private employers needing off-duty police or traffic control services. Such employment must be by contract. No contract shall in any way limit or restrict officers from discharging their primary law enforcement responsibilities or preventing and detecting crime. The chief of police or his or her designee shall sign the contract on behalf of the village. Any conflict between the written contract and the provisions of this section, the provisions of this section shall prevail.

(c) Unless waived by the chief of police or his or her designee, should a private employer desire to contract an off-duty police detail, the private employer must first contract with the department for such services. If the department is given at least seven days' notice and the off-duty police detail cannot be filled within 24-hours of the event, then the private employer may contract with another law enforcement agency having jurisdiction within the Village of Palm Springs.

(ed) The department shall establish rates for off-duty detail services, which include and fees for the department's administrative expenses. The rates and administrative fees may be approved by resolution. shall be as set forth in the fee schedule as adopted by village council.

(de) Prior to or during the term of the contract, the department may require the private employer to pay all estimated charges in advance of services being performed or require the private employer to furnish a letter of credit or other suitable security from a financial institution reasonably acceptable to the village and in form and substance reasonably satisfactory to the village ("letter of credit"). The amount of the letter of credit shall be determined in the department's sole discretion but not be less than three

months of the estimated charges under the contract. The village will be authorized to draw from the letter of credit any and all amount thereof if the private employer defaults on any term or condition of the contract with the village with a statement from the chief of police certifying that the private employer has defaulted under the contract. The village may utilize the drawn amount for any purpose including, but not limited to, pursuing other remedies to enforce the terms and conditions of the contract and payment of the officers providing the detail. The letter of credit shall be valid for the term of the contract. Upon the cancellation or termination of the contract, the letter of credit shall be returned to the private employer.

~~(e) — Should the private employer recognize that the off-duty police services for which it contracted will no longer be required, for any circumstances, the private employer agrees to notify the department no later than 48 hours prior to the start of such requested services. In the event that the private employer fails to do so, the village shall charge a minimum of two hours for each officer who responds to the private employer's establishment.~~

(f) Should an investigation or arrest be initiated by an off-duty detail officer arising out of the performance of the services provided by the officer to the private employer, and the investigation or arrest requires the officer to work more than the allotted time as specified within the permit or contract, the private employer agrees to pay for the additional time at the department's established rates.

(g) In consideration for the village allowing private employers to hire police personnel for off-duty details, the private employer shall indemnify and save harmless the village, its officers, agents and employees from, or on account of, any injuries or damages received or sustained by any person or persons during, or on account of, any act or omission of a police officer while the police officer is employed by the private employer, regardless of whether the act or omission occurred while the officer was discharging his or her primary law enforcement responsibilities of preventing and detecting crime or controlling traffic.

(h) In the event a private employer is in default with the terms of the contract for the off-duty police services, or is otherwise in violation of this section, the village may enforce the contract and/or this section through the village's code enforcement procedures and/or by appropriate remedy in court at the village's discretion.

Section 3. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 4. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the ____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
Bev Smith, Mayor

First Reading: _____
Second Reading: _____

Ordinance No. 2016-13

ATTEST:

BY: _____
Susan M. Caljean, Village Clerk

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
Glen J. Torcivia, Village Attorney

ITEM #12

RESOLUTION NO. 2016-68

**ABANDONMENT OF A PORTION OF CROSS
STREET**

**CONTINUED TO THE OCTOBER 13, 2016
MEETING**



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Land Development

ITEM#13: Resolution 2016-69 - Final Plat – Water’s Edge Dermatology - 2669 Forest Hill Boulevard (Lakeshore Center)

SUMMARY: Mr. Kevin McGinley agent for the owner of the property, Lakeshore Center LLC, has filed the final plat to create a separate parcel that may be conveyed to a contract purchaser, Water’s Edge Dermatology, as a legal lot of record. The property owner and the contract purchaser developed an agreement (i.e., unity of control) that will outline the responsibilities related to access, utilities, parking, maintenance and drainage.

Note: From a planning and zoning perspective, Lakeshore Center is a single development project with a unified site plan; therefore the creation of a new lot does not require compliance with the standards of the CG zoning district for a stand-alone parcel.

The final plat is consistent with the preliminary plat that was previously approved by the Village Council (Resolution 2016-61 – July 28, 2016).

The Village’s Surveyor, Engenuity Group, has reviewed the proposed plat and has determined that it is in compliance with Chapter 177, F.S. - Platting Regulations.

The proposed Unity of Control was prepared by the applicant’s attorney and reviewed by the Village Attorney and the Land Development Director.

If approved, the final plat and executed Unity of Control will be recorded in the public records of Palm Beach County prior to issuance of a Certificated of Occupancy and/or any required approval to utilize the building/property as a business (i.e., new dermatology/medical office, etc.).

FISCAL IMPACT:

There is no direct fiscal impact to the Village from the proposed plat.

ATTACHMENTS:

1. Proposed Resolution 2016-69- Final Plat – 2669 Forest Hill Boulevard
2. Proposed Final Plat
3. Proposed Declaration of Unity of Control
4. Letter of Compliance Florida Statutes– Engenuity Group
5. Aerial and Location Maps

RESOLUTION NO. 2016-69

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE FINAL PLAT, WITH CONDITIONS, FOR WATER'S EDGE DERMATOLOGY, SUBMITTED BY KEVIN MCGINLEY, LOCATED AT 2685 FOREST HILL BOULEVARD, IN THE LAKESHORE CENTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 12, 2016, the Land Development Board reviewed and considered the application of Kevin McGinley, agent for the owner, Lakeshore Center LLC, ("Applicant"), for approval of a Preliminary Plat that with an agreement between the property owner and contract purchaser drafting an agreement which will address responsibilities for each in terms of access, utilities, parking, maintenance and drainage; and

WHEREAS, the Village Council adopted Resolution 2016-61 on July 28, 2016, approving the Preliminary Plat; and

WHEREAS, the recommendation of the Land Development Board to approve the application, with the condition of Unity of Control, cross-access, parking, and shared infrastructure agreements have been presented to the Land Development Department for review and approval of the Final Plat and has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, as follows:

Section 1. The Village Council of the Village of Palm Springs, Florida,

Resolution No. 2016-69

having received and considered the request of the Applicant for a Final Plat has addressed responsibilities for each in terms of access, utilities, parking, maintenance and drainage; and includes the condition of Unity of Control, cross-access, parking, and shared infrastructure agreements have been presented to the Village Council for review and approval of the Final Plat, and the same having been heard in Regular Session on September 22, 2016, and having been otherwise fully apprised of the premises herein, hereby approves the Final Plat, which is incorporated herein by reference, with one condition:

The final plat and executed Unity of Control shall be recorded in the public records of Palm Beach County prior to issuance of a Certificated of Occupancy and/or any required approval to utilize the building/property as a business (i.e., new dermatology/medical office, etc.).

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of SEPTEMBER, 2016.

Resolution No. 2016-69

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

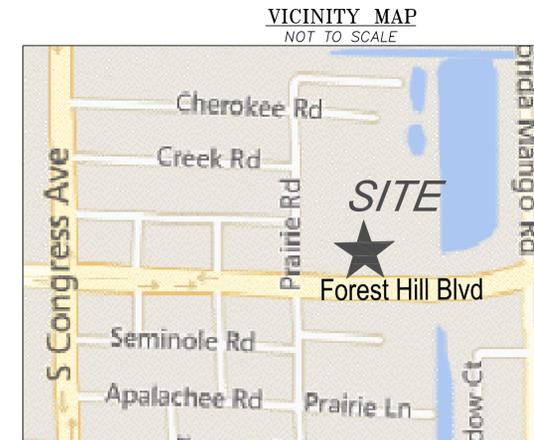
REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

WATER'S EDGE DERMATOLOGY, LLC PLAT

A PORTION OF LOT 2, LAKESHORE PLAZA (PLAT BOOK 74, PAGE 106)
 LYING IN SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
 VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2



COUNTY OF PALM BEACH
 STATE OF FLORIDA

THIS PLAT WAS FILED FOR RECORD AT ____ M.
 THIS ____ DAY OF _____ A.D. 2013 AND
 DULY RECORDED IN PLAT BOOK _____ ON PAGES
 _____ THRU _____ SHARON R. BOCK CLERK AND
 COMPTROLLER BY: _____ D.C.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LAKESHORE CENTER, LLC., A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS WATER'S EDGE DERMATOLOGY, LLC PLAT, BEING A PORTION OF LOT 2 OF LAKESHORE PLAZA (PLAT BOOK 74, PAGE 106 OF THE PALM BEACH COUNTY RECORDS) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION

A PORTION OF LOT 2, **LAKESHORE PLAZA**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 2, (ALSO KNOWN AS THE SOUTHEAST CORNER OF TRACT "A" AS SHOWN ON THE PLAT OF LAKESHORE PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106) THENCE RUN SOUTH 87°49'45" EAST, ALONG THE SOUTH LINE OF LOT 2 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD) A DISTANCE OF 161.17 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 02°23'23" EAST, A DISTANCE OF 179.00 FEET; THENCE RUN SOUTH 87°31'02" EAST, A DISTANCE OF 186.43 FEET; THENCE RUN SOUTH 02°23'23" WEST, A DISTANCE OF 177.99 FEET MORE OR LESS TO THE AFOREMENTIONED SOUTH LINE OF LOT 2 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD); THENCE RUN NORTH 87°49'45" WEST, ALONG AFOREMENTIONED SOUTH LINE OF LOT 2, A DISTANCE OF 186.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,276 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED, AND DOES HEREBY DEDICATE AS FOLLOWS.

- 1. THE 5.0' LIMITED ACCESS EASEMENT- THE LIMITED ACCESS EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE VILLAGE OF PALM SPRINGS, FLORIDA, FOR THE PURPOSE OF CONTROL AND JURISDICTION OVER ACCESS RIGHTS.
- 2. THE UTILITY EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

IN WITNESS WHEREOF THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED, MY HAND AND OFFICIAL SEAL, THIS ____ DAY OF _____, 2016.

BY: _____ WITNESS: _____
 ROBERT BRANDT (MANAGER) PRINT NAME
 WITNESS: _____
 PRINT NAME

ACKNOWLEDGMENT

STATE OF FLORIDA,
 COUNTY OF PALM BEACH,

BEFORE ME PERSONALLY APPEARED **ROBERT BRANDT** WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF LAKESHORE CENTER LLC., A CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT [HE] [SHE] EXECUTED SUCH INSTRUMENTS AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2016.

By: _____ (PRINTED NAME) - NOTARY PUBLIC
 COMMISSION NUMBER: _____ MY COMMISSION EXPIRES: _____

VILLAGE OF PALM SPRINGS APPROVAL

STATE OF FLORIDA
 COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD BY THE VILLAGE OF PALM SPRINGS, FLORIDA, THIS ____ DAY OF _____, 2016.

BY: _____ ATTESTED BY: _____
 BEV SMITH, MAYOR SUSAN M. CALJEAN, CMC, VILLAGE CLERK

MORTGAGEE'S CONSENT

STATE OF FLORIDA
 COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF MORTGAGES, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGES WHICH ARE RECORDED IN OFFICIAL RECORD BOOK 21877, AT PAGE 1 AND OFFICIAL RECORDS BOOK 22085, AT PAGE 1450 AND MODIFIED BY OFFICIAL RECORDS BOOK 23858, PAGE 1862 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS [PRESIDENT] [VICE PRESIDENT] AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS ____ DAY OF _____, 2016.

BANCO POPULAR NORTH AMERICA
 A NEW YORK CORPORATION

WITNESS: _____ BY: _____
 WITNESS: _____ MARK MATTOZZI
 VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA,
 COUNTY OF PALM BEACH,

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS [VICE] PRESIDENT OF BANCO POPULAR NORTH AMERICA, A NEW YORK CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT [HE] [SHE] EXECUTED SUCH INSTRUMENTS AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2016.

By: _____ NOTARY PUBLIC
 PRINT NAME: _____ MY COMMISSION EXPIRES: _____
 COMMISSION NUMBER: _____

TITLE CERTIFICATION

STATE OF FLORIDA
 COUNTY OF PALM BEACH

I, **LAWRENCE S. KLITZMAN**, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN **LAKESHORE CENTER LLC.**; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE NO OTHER ENCUMBRANCES OTHER THAN ENCUMBRANCES INDICATED ON SCHEDULE B-I AND B-II OF THE OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT DATED APRIL 22, 2016 AT 11:00 PM AND REFERRED TO AS FUND FILE NUMBER 284965 A1 BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATE: _____ BY: _____
 KLITZMAN LAW GROUP, P.L.L.C.
 1391 SAWGRASS CORPORATE PARKWAY
 SUNRISE, FLORIDA 33323
 ATTORNEY AT LAW
 FLORIDA BAR NO. 312878

LAKESHORE CENTER, LLC, A
 FLORIDA LIMITED LIABILITY
 COMPANY

BANCO POPULAR NORTH
 AMERICA
 A NEW YORK CORPORATION

VILLAGE OF PALM SPRINGS
 ENGINEER

VILLAGE OF PALM SPRINGS
 REVIEWING SURVEYOR'S

PLATTING SURVEYOR'S

JOB#: C-13833
 DRAWN BY: D.S.D.

SEAL

SEAL

SEAL

SEAL

SEAL

6250 N. MILITARY TRAIL, SUITE 102
 WEST PALM BEACH, FL 33407
 PHONE (561) 640-4800
 FACSIMILE (561) 640-0576

LB #7463

WATER'S EDGE DERMATOLOGY, LLC PLAT

A PORTION OF LOT 2, LAKESHORE PLAZA (PLAT BOOK 74, PAGE 106)
 LYING IN SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
 VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

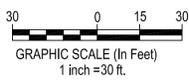
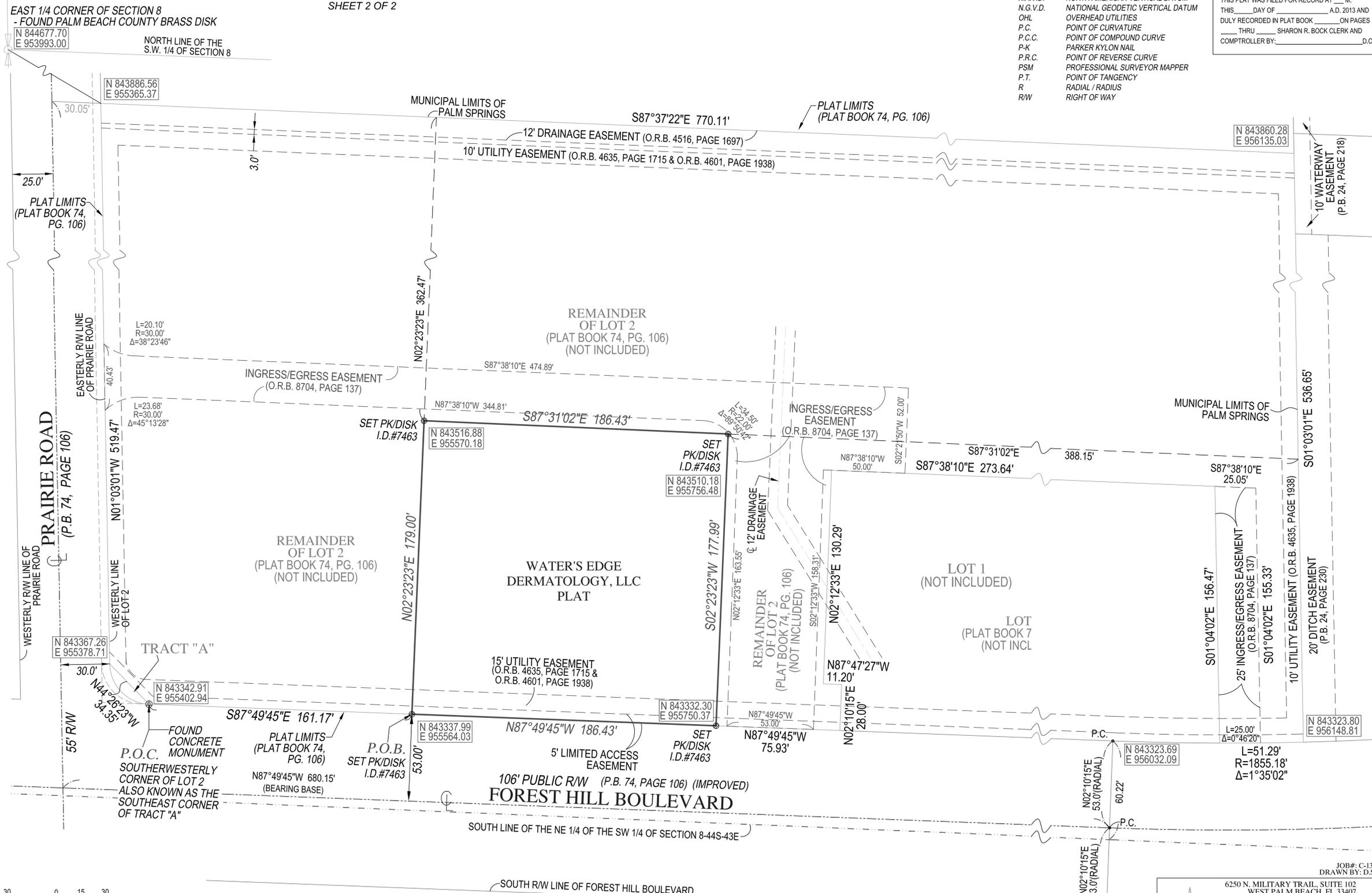
SHEET 2 OF 2

ABBREVIATION DESCRIPTION:

A/C	AIR CONDITIONER
C	CENTERLINE
Δ	CENTRAL / DELTA ANGLE
I.D.	IDENTIFICATION
L	LENGTH
LB	LICENSED BUSINESS
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
OHL	OVERHEAD UTILITIES
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P-K	PARKER KYLON NAIL
P.R.C.	POINT OF REVERSE CURVE
PSM	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
R	RADIAL / RADIUS
R/W	RIGHT OF WAY

COUNTY OF PALM BEACH
 STATE OF FLORIDA

THIS PLAT WAS FILED FOR RECORD AT ____ M.
 THIS ____ DAY OF _____ A.D. 2013 AND
 DULY RECORDED IN PLAT BOOK _____ ON PAGES
 _____ THRU _____ SHARON R. BOCK CLERK AND
 COMPTROLLER BY: _____ D.C.



JOB#: C-13833
 DRAWN BY: D.S.D.

6250 N. MILITARY TRAIL, SUITE 102
 WEST PALM BEACH, FL 33407
 PHONE (561) 640-4800
 FACSIMILE (561) 640-0576

COMPASS SURVEYING
 WWW.COMPASSSURVEYING.NET

LB #7463

September 1, 2016

Ms. Kim Glas-Castro, Land Development Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(Via E-Mail: kglas-castro@vpsfl.org)

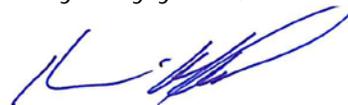
**RE: Water's Edge Dermatology, LLC Plat
Fourth Plat Review
Engenuity Group Project No. 6001.04.09**

Dear Ms. Glas-Castro:

This is the fourth review of this Plat. This review is done for compliance with Chapter 177, Florida Statutes and the Village of Palm Spring's requirements. All of our previous comments have been adequately addressed. The Plat is now in compliance with Chapter 177, Florida Statutes. We can therefore recommend that the Village of Palm Springs approve the Plat.

Please do not hesitate to contact our office if you need any further assistance.

Very truly yours,



Kevin M. Beck, P.S.M.
Director of Surveying

KMB/kv

cc: Iramis Cabrera

Instrument Prepared By
and Return to:
Klitzman Law Group, PLLC
1391 Sawgrass Corporate Parkway
Sunrise, Florida 33323

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION of Unity of Control ("Declaration") is made this ___ day of September, 2016, by Lakeshore Center, LLC, a Florida limited liability company ("Lakeshore") and Forest 26, LLC, a Florida limited liability company ("Forest 26" together with Lakeshore, being sometimes collectively hereafter referred to as the "Declarants").

RECITALS:

A. The Declarants are the owners of two separate properties located in the Village of Palm Springs, Florida (the "Village"), each such parcel being more particularly described and singularly described by the legal descriptions contained in Exhibits A and B, respectively, which are attached hereto and made a part hereof.

B. The Property owned by Lakeshore legally described in Exhibit A is hereafter referred to as the "Lakeshore Property" and the Property owned by Forest 26 legally described in Exhibit B is hereafter referred to as the "Forest 26 Property". The Lakeshore Property and Forest 26 Property are hereafter sometimes collectively referred to as the "Properties" and singularly as the "Property").

C. The Village has a health, safety and welfare interest in the safe and efficient traffic circulation on the road and driveway system running by, through and between the Properties, as well as the establishment of common drainage and utilities running by, through and between the Properties, and intends by virtue of the establishment of this Unity of Control covering the Properties to protect and accomplish this interest.

D. The Declarants have agreed to establish this Unity of Control as a condition of the Village approving a certain plat amendment (the " Amended Plat") referred to as "Water's Edge Dermatology, LLC Plat", a copy of which is attached hereto as Exhibit "C" and made a part hereof.

E. The Village is a direct, third party beneficiary to this Declaration.

NOW, THEREFORE, in consideration of the grants and agreements herein made and in consideration of \$10.00 in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarants hereby subject the Properties to the following easements, restrictions and conditions:

1. **Recitals.** The foregoing recitals are incorporated herein by reference as though set forth in detail in this place.

2. **Unified Control.** All future construction with respect to structures, access points, parking areas, landscape buffers and open space of the Properties are and will be part of a single unified planned development, regardless of ownership. It is acknowledged that the Properties are presently developed substantially in accordance with the Site Plan attached to this Declaration as Exhibit "D". The Declarants agree that pedestrian and vehicular access, ingress, egress, parking, surface water management, drainage and utilities, on, over, across, and under the Properties, are and will be part of this

single unified agreement, regardless of ownership. This Declaration is the memorialization of the aforescribed agreement creating certain unified controls pertaining to the operation of the Properties by the Declarants, (as well as their employees, agents, guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors and assigns).

3. **Easements.** The Declarants hereby dedicate, grant and establish for the benefit of the owners of the Properties, and the owners of any portion thereof (as well as their employees, agents, guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors and assigns) (all of the foregoing collectively hereafter referred to as the "Property Owners", and individually referred to with respect to only the Lakeshore Property, as the Lakeshore Property Owner, or individually with respect to only the Forest 26 Property as the Forest 26 Property Owner, or individually when referring to either Property Owner interchangeably, but only as to one of them, as a "Property Owner"); the following easements:

(a) A reciprocal perpetual non-exclusive cross easement (the "Access, Ingress and Egress Easement(s)"), is hereby created for the benefit of and as an appurtenance to the Properties, for access, ingress and egress over and across all paved entranceways, roadways, driveways and sidewalks as may exist from time to time, or are hereinafter constructed, relocated or reconfigured, on the Properties, which Access, Ingress and Egress Easements may be used by the Property Owners for the purpose of permitting the free flow of vehicular and pedestrian traffic to, from and between the Properties and all abutting streets, rights of ways and adjacent properties, including but not limited to Prairie Road and Forest Hill Blvd. All road and driveway areas shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work, or as may be necessary to avoid public dedication thereof. The Property Owners agree that no barriers, fences, curves, walls, ditches, barricades or other structures or obstacles shall be erected in, along or adjacent to such entranceways, roadways, driveways, sidewalks or other paved areas so as to unreasonably interfere with, impede, slow, divert, or in any way prevent the use of the Access, Ingress and Egress Easements granted herein unless the Property Owners otherwise agree in writing.

(b) A reciprocal perpetual non-exclusive cross easement is hereby created for the benefit of and as an appurtenance to the Properties, for the parking of vehicles over, on and across all areas within the Properties constituting parking, as may exist from time to time, or are hereafter constructed, relocated or reconfigured on the Properties (the "Parking Easements"). The Parking Easements shall be maintained in a serviceable, neat and acceptable manner and in a manner so that the overall appearance of said parking areas shall be uniform. The Property Owners shall be responsible for the cost and expenses attributable to maintaining each of their respective Properties and for their own respective Properties compliance with all applicable governmental laws and regulations. All parking areas shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work, or as may be necessary to avoid public dedication thereof. The Property Owners agree that no barriers, fences, curves, walls, ditches, barricades or other structures or obstacles shall be erected in, along or adjacent to such parking areas so as to unreasonably interfere with, impede, slow, divert, or in any way prevent the use of the Parking Easements granted herein unless the Property Owners otherwise agree in writing.

(c) A reciprocal perpetual non-exclusive cross easement, license and privilege, is hereby created for the benefit of and as an appurtenance to the Properties, for the installation, maintenance, use, repair and replacement of, and connection to, all utilities and utility services, whether now existing or hereafter installed at, on, across, over, beneath or adjacent to the Properties (the "Utility Easements"). The Utility Easements shall make any such utility service available to serve all portions of the Properties, and all such easements shall include, but not be limited to, the right to install, maintain, use, connect to, repair and replace, at such Property

Owners' sole expense and the obligation to repair any damage caused thereby, except as otherwise provided in Paragraph 5 herein, underground and/or above ground pipes, ducts, conduits, cables, anchors, guys, poles, transformers, irrigation lines, water mains, service laterals, hydrants, valves, sanitary sewer lines, sewer mains, the wastewater pump station located on the Lakeshore Parcel (the "Pump Station"), laterals, manholes and appurtenances and other associated facilities (collectively "Utility Lines and Materials"), over, on, across and beneath the Properties, as necessary to transmit and distribute electricity, gas, water, sewer, cable television, fiber optics, internet, drainage, telephone, lighting and other utilities and common public and private services under such present and future areas of the Properties constituting parking areas, driveways, entranceways and all other roadways as may exist from time to time, or are hereafter constructed, relocated or reconfigured on the Properties, and through other portions of the Properties which specifically now provide for and contain such Utility Lines and Materials, provided the same does not materially interfere with the use and enjoyment of any portion of the Properties. The Property Owners' respectively reserve the right, at such Property Owners' sole expense, to relocate the location of underground and above ground pipes, ducts, conduits and cables located within such Property Owners' respective Property, provided service to the other Property Owners' Property remains substantially uninterrupted. Each Property Owner will use its best effort to minimize interruption to the other Property Owner.

(d) A perpetual non-exclusive easement, license and privilege (the "Forest 26 Drainage Easement") is hereby created for the benefit of and as an appurtenance to the Forest 26 Property and the Forest 26 Property Owner, by and from Lakeshore, for the purpose of draining the storm and surface water from the Forest 26 Property over, across, through and beneath those portions of the Lakeshore Property that may from time to time contain retention areas, drainage lines, pipes or facilities that comprise the system for storm and surface water drainage for the Lakeshore Property, as may exist from time to time or are hereafter constructed, reconfigured or relocated on the Lakeshore Property, and specifically including, but not limited to, that portion of the Lakeshore Property ("New Area") shown and described on the sketch and description attached hereto as Exhibit "E" and made a part hereof, and which Forest 26 Drainage Easement shall be maintained in a serviceable manner. All retention areas, drainage lines, pipes or facilities that comprise the system for storm and surface water drainage for the Lakeshore Property shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work, or as may be necessary to avoid public dedication thereof. Lakeshore agrees that no barriers, fences, curves, walls, ditches, barricades or other structures or obstacles shall be erected in, along or adjacent to such drainage areas so as to unreasonably interfere with, impede, slow, divert, or in any way prevent the use of the Forest 26 Drainage Easement granted herein. Lakeshore agrees to maintain that portion of the drainage system located on the Lakeshore Property without contribution from Forest 26 and in accordance with all applicable requirements of any governing storm water management district or other governmental body with jurisdiction thereof.

(e) A perpetual non-exclusive easement, license and privilege (the "Lakeshore Drainage Easement") is hereby created for the benefit of and as an appurtenance to the Lakeshore Property and the Lakeshore Property Owner, by and from Forest 26, for the purpose of draining the storm and surface water from the Lakeshore Property over, across, through and beneath those portions of the Forest 26 Property that may from time to time contain retention areas, drainage lines, pipes or facilities that comprise the system for storm and surface water drainage for the Forest 26 Property, as may exist from time to time or are hereafter constructed, reconfigured or relocated on the Forest 26 Property, and specifically including, but not limited to, that portion of the Forest 26 Property shown and described on the sketch and description attached hereto as Exhibit "F" and made a part hereof, and which Lakeshore Drainage Easement shall be maintained in a serviceable, neat and acceptable manner. All retention areas, drainage lines, pipes or facilities that comprise the system

for storm and surface water drainage for the Forest 26 Property shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work, or as may be necessary to avoid public dedication thereof. Forest 26 agrees that no barriers, fences, curves, walls, ditches, barricades or other structures or obstacles shall be erected in, along or adjacent to such drainage areas so as to unreasonably interfere with, impede, slow, divert, or in any way prevent the use of the Lakeshore Drainage Easement granted herein. Forest 26 agrees to maintain that portion of the drainage system located on the Forest 26 Property without contribution from Lakeshore and in accordance with all requirements of the governing storm and surface water management district, or other governmental body with jurisdiction thereof.

4. **Assignment of Rights Under Existing Easements.** Lakeshore hereby irrevocably assigns, transfers and conveys, without recourse, unto Forest 26, its successors in interest, assigns, heirs and personal representatives, the non-exclusive right, title and interest in, to and by virtue of each and every easement of record ("Existing Easements") presently appurtenant to, benefitting and/or in any manner affecting the property constituting the Forest 26 Property, to the fullest extent possible, such that Forest 26, its successors in interest, assigns, heirs and personal representatives, may hereafter use, enjoy, benefit from and exercise any and all such non-exclusive rights and/or interests arising from or attributable to such Existing Easements as relate to or affect the Forest 26 Property, in the same manner and to the same extent as could Lakeshore use, enjoy, benefit from and exercise such rights prior to this conveyance. Notwithstanding the foregoing, Lakeshore shall retain a non-exclusive right, title and interest in and to the Existing Easements to the extent such Existing Easements benefit or in any manner relate to or affect the Lakeshore Property

5. **Maintenance and Costs of Pump Station.** The Property Owners shall provide for the perpetual operation and maintenance of the Pump Station in the manner herein described. The Pump Station is located on the Lakeshore Parcel and is shown on the Amended Plat. To the extent the Pump Station and associated sanitary sewer lines, facilities and appurtenances (any and all of the foregoing being individually or collectively (as the context indicates) referred to as the "Shared Facilities") are at any time not provided, operated or maintained at public expense, then in such event, the Property Owners will share in the costs associated with the operation and maintenance of the Shared Facilities in the manner described as follows:

(a) The Property Owners shall pay on a regular basis, not more frequently than monthly, as determined by Lakeshore, on an estimated basis, based solely upon the previous years' costs, a proportionate share ("Proportionate Share"), of the cost to provide, operate, maintain, and if necessary, replace, the Shared Facilities ("Shared Facilities Costs"). The Proportionate Share to be paid by each Property Owner shall be determined based upon the relative gross square footage of building on each Property in comparison to the combined gross square footage of building on both Properties. For purposes of this Agreement, the Parties agree that Forest 26's present gross square footage of building is 3100 square feet, and Lakeshore's present gross square footage of building is 52,744 square feet. Accordingly, as between the Property Owners, Forest 26 shall pay 5.55% of the combined Shared Facilities Costs paid by the Property Owners and Lakeshore shall pay 94.45% of the combined Shared Facilities Costs paid by the Property Owners, subject to the reimbursement as described in subparagraph (b) below.

(b) The Parties acknowledge that pursuant to a certain easement agreement dated September 26, 1995 and recorded on December 13, 1995 in official records book 9040 page 1716 of the public records of Palm Beach County, Florida, Discount Auto Parts, Inc. ("DAP") is responsible to Lakeshore for 6.9% of the Shared Facilities Costs.

(c) In the event that the actual Shared Facilities Costs differ from the estimated costs as to any calendar year, then the Parties agree to reconcile the differing amount within ninety (90)

days of the end of each calendar year. Lakeshore shall be solely responsible for managing and administering the Shared Facilities Costs, and for collecting the Proportionate Share owed by DAP and other property owners, as applicable, who use the Shared Facilities. However, Lakeshore shall not charge Forest 26 any administrative or management fee attributable to the performance of management and administrative services as herein contemplated. Lakeshore shall endeavor to contract with third party, licensed, as applicable, contractors, to perform all maintenance, repairs and if necessary, replacement services associated with the Shared Facilities and all such contracts shall be based upon reasonably competitive arms-length pricing. Lakeshore shall provide Forest 26 with copies of paid invoices representing actual Shared Facilities Costs annually by January 31, 2017 (for 2016) and by January 31 for each year thereafter. In the event that the Shared Facilities are dedicated to a government agency or other utility provider, wherein Lakeshore's maintenance obligations cease, Forest 26's Proportionate Share obligation herein shall cease. In no event shall Lakeshore be liable to or responsible to the Property Owners for any damage, matter cause or thing in any way related to any loss of service or use of the Shared Facilities by any cause or reason of any kind, including but not limited to, damage, breakdown, maintenance, repair or replacement to the Shared Facility.

(d) At such time as the Shared Facilities are at any time provided, operated or maintained at public expense or otherwise no longer required to service the Properties, then in such event, the obligations of the Property Owners set forth in this Paragraph 5 shall cease.

6. **Burden and Benefit.** The easements covenants and restrictions imposed hereunder shall constitute a burden and limitation on and benefit to the Properties.

7. **Covenants Run with the Land.** All of the covenants, easements and restrictions herein will be perpetual and will constitute covenants running with the land, will be binding upon the Property Owners, including their respective successors in interest, tenants, licensees, invitees, employees, agents, guests, mortgagees, lessees, subtenants, heirs, assigns and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Properties, and all benefits deriving therefrom will accrue to the benefit of the Property Owners, including their respective successors in interest, tenants, licensees, invitees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Properties.

8. **Modification and Termination.** This Declaration may not be terminated, modified, rescinded or revoked, in any way except by means of an instrument executed by the then current Property Owners after the prior written consent of the Village and which instrument has been duly recorded in the public records of Palm Beach County, Florida.

9. **Owners' Restrictions.** No Property Owner of any portion of the Properties shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration from their full and complete use and enjoyment of the easements and other rights herein being granted.

10. **Liability.** No Property Owner shall have liability to any of the easement beneficiaries arising from the use of any of the easements hereunder created, for loss of personal property, death or personal injury, incurred or caused by the Property Owners and/or any of the easement beneficiaries on or about the Properties, except to the extent such loss, death or personal injury, is incurred or caused by or as a result of the gross negligence or willful misconduct of such Property Owner

11. **Restrictions.** Each Property shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use

or operation shall be made, conducted or permitted on or with respect to all or any portion of any such Property which is illegal.

12. **Insurance.** Throughout the term of this Declaration, each Property Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon such Property Owners' Property, with single limit coverage of not less than Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming the other Property Owner as additional insured.

13. **Taxes and Assessments.** Each Property Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Property but nothing herein contained shall preclude any Property Owner from filing any lawful appeal with respect to taxes, assessments or charges levied or made by any governmental body or agency.

14. **No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Properties. No easements, except those expressly set forth in paragraphs 3 and 4, shall be implied by this Declaration.

15. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Property Owner of any of the terms, covenants, restrictions or conditions hereof, the other Property Owner or the Village shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The Village shall have the right, but not the obligation, to enforce this Declaration on behalf of any Property Owner or to cure a breach or default hereunder by any Property Owner. The venue for any legal proceeding regarding the enforcement or interpretation of any term or provision of this Declaration shall be in Palm Beach County, Florida. Further, any breach of this agreement by either Property Owner may subject that Property Owner to the Village's code enforcement process where fines may be levied and liens imposed until compliance is achieved.

16. **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Property Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by a Property Owner or the Village, the non-defaulting Property Owner or the Village shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Property Owner and be reimbursed by such defaulting Property Owner upon demand for the reasonable costs thereof together with annual simple interest accruing from date of default until the date of payment in full at the Wall Street Journal prime rate of interest plus eight (8%) percent (the "Default Rate"). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, the affected Property Owner or the Village may immediately cure the same and be reimbursed by the other responsible Property Owner upon demand for the reasonable cost thereof together with interest at the Default Rate.

17. **Future Improvements and Parking Reconfiguration.** Notwithstanding anything to the contrary in this Agreement, provided the other provisions herein contained shall not be materially or substantially interfered with, either Property Owner, may, in their sole discretion and without any consent of the other Property Owner being required, develop, re-develop, redesign, reconfigure and otherwise make changes, additions or alterations to their respective Properties and to existing building improvements located on their respective Properties, together with associated alterations to parking spaces and parking configuration, including any required re-platting of their respective Properties, at any time or times, (any of the foregoing being individually or collectively (as the context indicates) referred to as a "Re-Design or Re-Development"), provided any such Re-Design or Re-Development is done in accordance with applicable governmental rules, laws and regulations, including zoning ordinances, and

further provided that any such Re-Design or Re-Development; (a) shall not materially and unreasonably interfere with the function of the Property owned by the other Property Owner, including, ingress, egress, parking and traffic flow, and any functioning easement, utility line or facility, appurtenant to such Property which cannot be relocated or repositioned; and (b) shall be performed without cost or expense to the other Property Owner, absent the existence of a separate written agreement to the contrary with such other Property Owner. The Property Owner seeking to perform any material Re-Design or Re-Development shall provide not less than thirty (30) days notice prior to commencing construction of any such Re-Design or Re-Development to the other Property Owner which notice shall include details of the Re-Design or Re-Development plans. Compliance with this Section shall not be required by either Property Owner provided such Re-Design or Re-Development does not involve a material modification to the building improvements located on a Property (i.e. interior renovations or exterior cosmetic renovations are not subject to compliance with this Section). Nor shall compliance with this Section be required in connection with any partial or total demolition of improvements located on a Property. However, such demolition may trigger the application of other Sections of this Agreement. Further, subject to applicable governmental rules, laws and regulations, including zoning ordinances, the Property Owners may designate certain limited parking spaces within their respective Property, for the exclusive use of their tenants, provided the existence of any such designated parking spaces neither materially interferes with the use and enjoyment of the Property owned by the other Property Owner, nor otherwise frustrates the intent and purposes of this Agreement. Without limiting the effect of any other provision hereof, and subject to compliance by a Property Owner with other requirements of this Section, and applicable laws, each Property Owner agrees to reasonably cooperate with the other Property Owner to effectuate the purposes of this Section, which cooperation may include, upon request to a Property Owner, the joinder by such Property Owner in any required governmental applications, other government required documents, and amendments to this Unity of Control agreement.

18. **Intentionally Deleted.**

19. **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

20. **No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Property Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Property made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Property Owner covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

21. **Irreparable Harm.** In the event of a violation or threat thereof of any of the provisions of this Declaration, each Property Owner agrees that such violation or threat thereof shall cause the non-defaulting Property Owner to suffer irreparable harm and such non-defaulting Property Owner shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Declaration, the non-defaulting Property Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Declaration.

22. **Term.** The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Clerk of the Circuit Court, Palm Beach County, Florida, and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record owners of the Properties and the Village.

23. **Attorneys' Fees.** In the event a Property Owner institutes any legal action or proceeding for the enforcement of any right or obligation contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding and all collection proceedings incident thereto.

24. **Consents.** Wherever in this Declaration the consent or approval of a Declarant is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

25. **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by any other party to take any action with respect to such default.

26. **No Agency.** Nothing in this Declaration shall be deemed or construed by either Property Owner or the Village, or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between said parties.

27. **Grantee's Acceptance.** The grantee of any Property or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Property, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the Property so acquired by such grantee.

28. **Severability.** Each provision of this Declaration and the application thereof to the Properties are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the Property Owners agree to promptly cause such legal description to be prepared. Ownership of the Properties by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

29. **Time of Essence.** Time is of the essence of this Declaration.

30. **Entire Agreement.** This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

31. **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The notice addresses to the Owners shall be as shown on the Palm Beach County Property Tax Assessor's records as may appear from time to time.

32. **Estoppel Certificates.** Each Property Owner, within thirty (30) days of its receipt of a written request from the other Property Owner, shall from time to time provide the requesting Property Owner, a certificate binding upon such Property Owner stating: (a) to the best of such Property Owner's

knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

33. **Bankruptcy.** In the event of any bankruptcy affecting any Property Owner or occupant of any Property, the Property Owners agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

34. **Construction.** Both parties, through counsel participated in the drafting, negotiating and execution of this Agreement. Accordingly, this Agreement shall not be interpreted against either party as being the drafter hereof.

35. **Relocation or Reconfiguration of Easement, Utility Line or Facility.** At any time and from time to time, a Declarant or any Property Owner may, without the prior written consent of the other Property Owner, relocate or reconfigure any easement and/or utility line or facility on the Property owned by such Declarant or Property Owner, provided that any such relocation or reconfiguration; (a) shall be performed only after not less than thirty (30) days notice of the intention to undertake the relocation or reconfiguration shall have been given to the other Property Owner; (b) shall not unreasonably interfere with, reduce or unreasonably impair the usefulness or function of the easement, utility line or facility to the other Property Owner; (c) shall be performed without cost or expense to the other Property Owner, absent the existence of a separate written agreement to the contrary with such other Property Owner; (d) shall provide for the original and relocated or reconfigured easement area to be restored to its original condition, or to a condition to be utilized for its intended purpose thereafter; (e) shall not unreasonably interfere with the business activities conducted on the Property owned by the other Property Owner. In the event of any such relocation or reconfiguration, the Property Owner performing such relocation or reconfiguration shall provide to the other Property Owner as-built plans for all such relocated or reconfigured utility lines and facilities within thirty (30) days after the date of completion of such relocation or reconfiguration.

[THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

DECLARANT:

LAKESHORE CENTER, LLC, a Florida limited liability company

By: _____
Robert Brandt, Manager
September __, 2016

Witness Name: _____

Witness Name: _____

DECLARANT:

FOREST 26, LLC,
A Florida limited liability company
By its manager, T & R Associates, LLC
By its manager, RIS Associates, LLC

By: _____
Theodore A. Schiff, President
and authorized signer
September __, 2016

Witness Name: _____

Witness Name: _____

EXHIBIT A
Legal Description- Lakeshore Property

The Remainder of Lot 2, Lakeshore Plaza, according to the plat thereof as recorded in Plat Book 74, Page 106, Public Records of Palm Beach County, Florida (consisting of Lot 2 Lakeshore Plaza less the Forest 26 Property)

EXHIBIT B
Legal Description- Forest 26 Property

A portion of Lot 2, Lakeshore Plaza, according to the plat thereof as recorded in Plat Book 74, Page 106, Public Records of Palm Beach County, Florida; more particular described as follows:

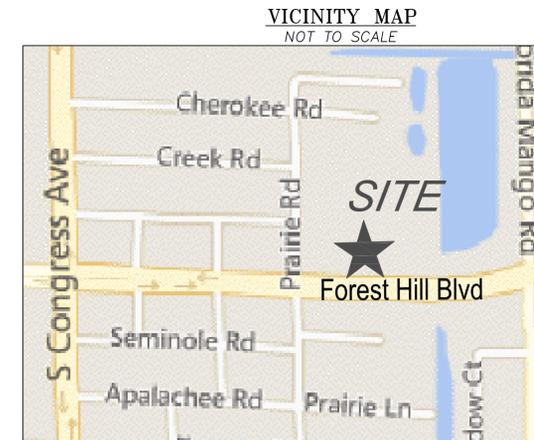
Commencing at the Southwesterly corner of Lot 2 (also known as the Southeast corner of Tract "A" as shown on the Plat of Lakeshore Plaza, according to the Plat thereof, as recorded in Plat Book 74, Page 106) Thence run South 87 degrees 49' 45" East, along the South line of Lot 2 (also being the North Right-of-Way line of Forest Hill Boulevard) a distance of 161.17 feet to the Point of Beginning; Thence run North 02 degrees 23' 23" East, a distance of 179.00 feet; Thence run South 87 degrees 31' 02" East, a distance of 186.43 feet; Thence run South 02 degrees 23' 23" West, a distance of 177.99 feet more or less to the aforementioned South line of Lot 2 (also being the North Right-of-Way line of Forest Hill Boulevard); Thence run North 87 degrees 49' 45" West, along aforementioned South line of Lot 2, a distance of 186.43 feet to the Point of Beginning containing 33,276 square feet or 0.76 acres more or less.

EXHIBIT C
Plat Amendment

WATER'S EDGE DERMATOLOGY, LLC PLAT

A PORTION OF LOT 2, LAKESHORE PLAZA (PLAT BOOK 74, PAGE 106)
LYING IN SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2



COUNTY OF PALM BEACH
STATE OF FLORIDA

THIS PLAT WAS FILED FOR RECORD AT ____ M.
THIS ____ DAY OF _____ A.D. 2013 AND
DULY RECORDED IN PLAT BOOK _____ ON PAGES
____ THRU ____ SHARON R. BOCK CLERK AND
COMPTROLLER BY: _____ D.C.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LAKESHORE CENTER, LLC., A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS WATER'S EDGE DERMATOLOGY, LLC PLAT, BEING A PORTION OF LOT 2 OF LAKESHORE PLAZA (PLAT BOOK 74, PAGE 106 OF THE PALM BEACH COUNTY RECORDS) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION

A PORTION OF LOT 2, **LAKESHORE PLAZA**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 2, (ALSO KNOWN AS THE SOUTHEAST CORNER OF TRACT "A" AS SHOWN ON THE PLAT OF LAKESHORE PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106) THENCE RUN SOUTH 87°49'45" EAST, ALONG THE SOUTH LINE OF LOT 2 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD) A DISTANCE OF 161.17 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 02°23'23" EAST, A DISTANCE OF 179.00 FEET; THENCE RUN SOUTH 87°31'02" EAST, A DISTANCE OF 186.43 FEET; THENCE RUN SOUTH 02°23'23" WEST, A DISTANCE OF 177.99 FEET MORE OR LESS TO THE AFOREMENTIONED SOUTH LINE OF LOT 2 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD); THENCE RUN NORTH 87°49'45" WEST, ALONG AFOREMENTIONED SOUTH LINE OF LOT 2, A DISTANCE OF 186.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,276 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED, AND DOES HEREBY DEDICATE AS FOLLOWS.

- 1. THE 5.0' LIMITED ACCESS EASEMENT- THE LIMITED ACCESS EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE VILLAGE OF PALM SPRINGS, FLORIDA, FOR THE PURPOSE OF CONTROL AND JURISDICTION OVER ACCESS RIGHTS.
- 2. THE UTILITY EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

IN WITNESS WHEREOF THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED, MY HAND AND OFFICIAL SEAL, THIS ____ DAY OF _____, 2016.

BY: _____ WITNESS: _____
ROBERT BRANDT (MANAGER) PRINT NAME
WITNESS: _____
PRINT NAME

ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF PALM BEACH,

BEFORE ME PERSONALLY APPEARED **ROBERT BRANDT** WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF LAKESHORE CENTER LLC., A CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT [HE] [SHE] EXECUTED SUCH INSTRUMENTS AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2016.

By: _____ (PRINTED NAME) - NOTARY PUBLIC
COMMISSION NUMBER: _____ MY COMMISSION EXPIRES: _____

VILLAGE OF PALM SPRINGS APPROVAL

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD BY THE VILLAGE OF PALM SPRINGS, FLORIDA, THIS ____ DAY OF _____, 2016.

BY: _____ ATTESTED BY: _____
BEV SMITH, MAYOR SUSAN M. CALJEAN, CMC, VILLAGE CLERK

MORTGAGEE'S CONSENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF MORTGAGES, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGES WHICH ARE RECORDED IN OFFICIAL RECORD BOOK 21877, AT PAGE 1 AND OFFICIAL RECORDS BOOK 22085, AT PAGE 1450 AND MODIFIED BY OFFICIAL RECORDS BOOK 23858, PAGE 1862 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS [PRESIDENT] [VICE PRESIDENT] AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS ____ DAY OF _____, 2016.

BANCO POPULAR NORTH AMERICA
A NEW YORK CORPORATION

WITNESS: _____ BY: _____
WITNESS: _____ MARK MATTOZZI
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF PALM BEACH,

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS [VICE] PRESIDENT OF BANCO POPULAR NORTH AMERICA, A NEW YORK CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT [HE] [SHE] EXECUTED SUCH INSTRUMENTS AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2016.

By: _____ NOTARY PUBLIC
PRINT NAME: _____ MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, **LAWRENCE S. KLITZMAN**, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN **LAKESHORE CENTER LLC.**; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE NO OTHER ENCUMBRANCES OTHER THAN ENCUMBRANCES INDICATED ON SCHEDULE B-I AND B-II OF THE OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT DATED APRIL 22, 2016 AT 11:00 PM AND REFERRED TO AS FUND FILE NUMBER 284965 A1 BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATE: _____ BY: _____
KLITZMAN LAW GROUP, P.L.L.C.
1391 SAWGRASS CORPORATE PARKWAY
SUNRISE, FLORIDA 33323
ATTORNEY AT LAW
FLORIDA BAR NO. 312878

LAKESHORE CENTER, LLC, A
FLORIDA LIMITED LIABILITY
COMPANY

BANCO POPULAR NORTH
AMERICA
A NEW YORK CORPORATION

VILLAGE OF PALM SPRINGS
ENGINEER

VILLAGE OF PALM SPRINGS
REVIEWING SURVEYOR'S

PLATTING SURVEYOR'S

JOB#: C-13833
DRAWN BY: D.S.D.

SEAL

SEAL

SEAL

SEAL

SEAL

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
FACSIMILE (561) 640-0576



LB #7463

WATER'S EDGE DERMATOLOGY, LLC PLAT

A PORTION OF LOT 2, LAKESHORE PLAZA (PLAT BOOK 74, PAGE 106)
 LYING IN SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
 VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

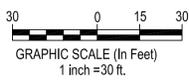
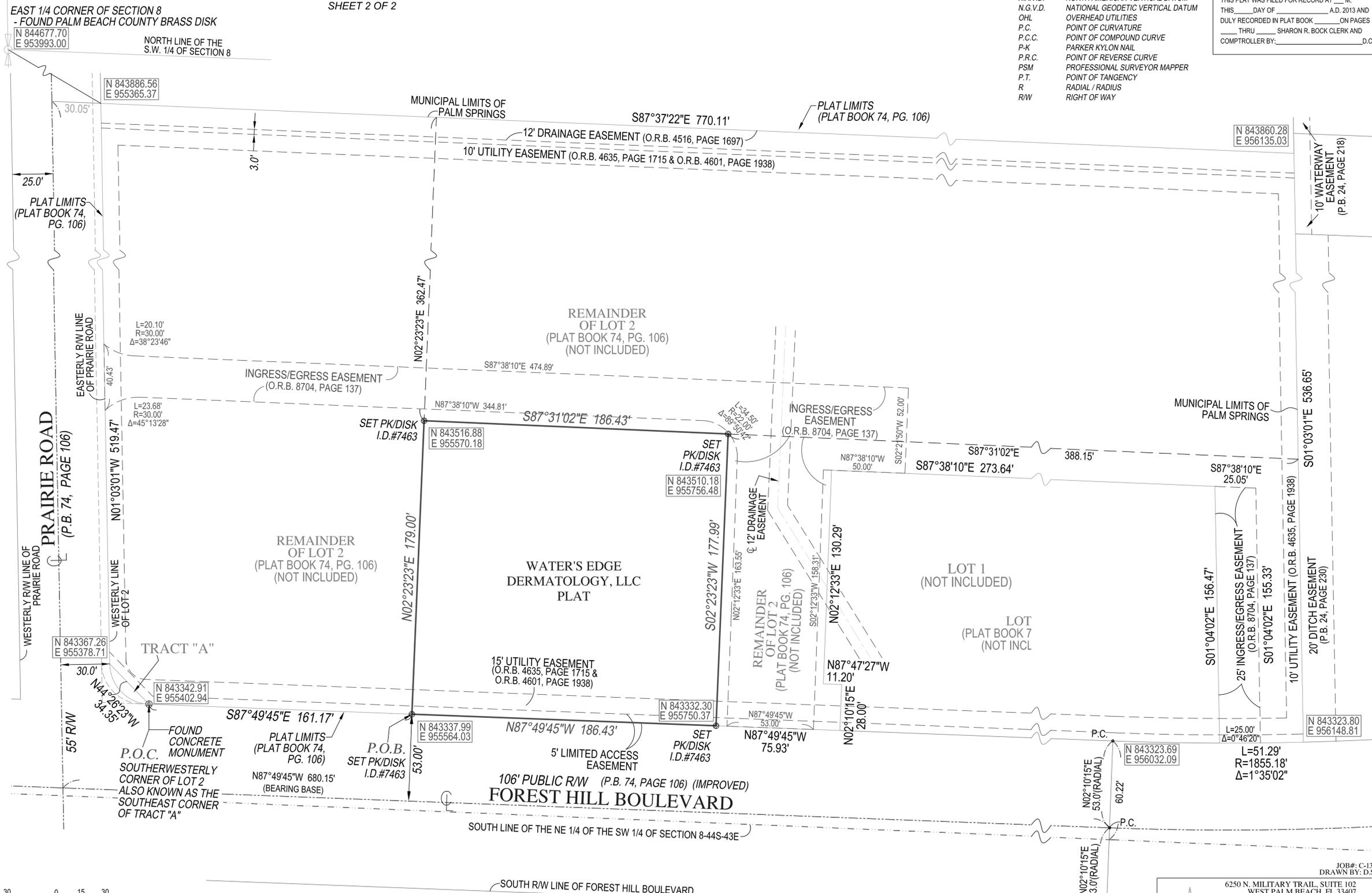
SHEET 2 OF 2

ABBREVIATION DESCRIPTION:

A/C	AIR CONDITIONER
C	CENTERLINE
Δ	CENTRAL / DELTA ANGLE
I.D.	IDENTIFICATION
L	LENGTH
LB	LICENSED BUSINESS
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
OHL	OVERHEAD UTILITIES
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P-K	PARKER KYLON NAIL
P.R.C.	POINT OF REVERSE CURVE
PSM	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
R	RADIAL / RADIUS
R/W	RIGHT OF WAY

COUNTY OF PALM BEACH
 STATE OF FLORIDA

THIS PLAT WAS FILED FOR RECORD AT ____ M.
 THIS ____ DAY OF _____ A.D. 2013 AND
 DULY RECORDED IN PLAT BOOK _____ ON PAGES
 _____ THRU _____ SHARON R. BOCK CLERK AND
 COMPTROLLER BY: _____ D.C.



JOB#: C-13833
 DRAWN BY: D.S.D.

6250 N. MILITARY TRAIL, SUITE 102
 WEST PALM BEACH, FL 33407
 PHONE (561) 640-4800
 FACSIMILE (561) 640-0576

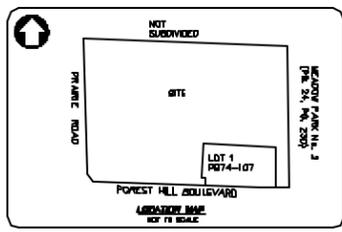
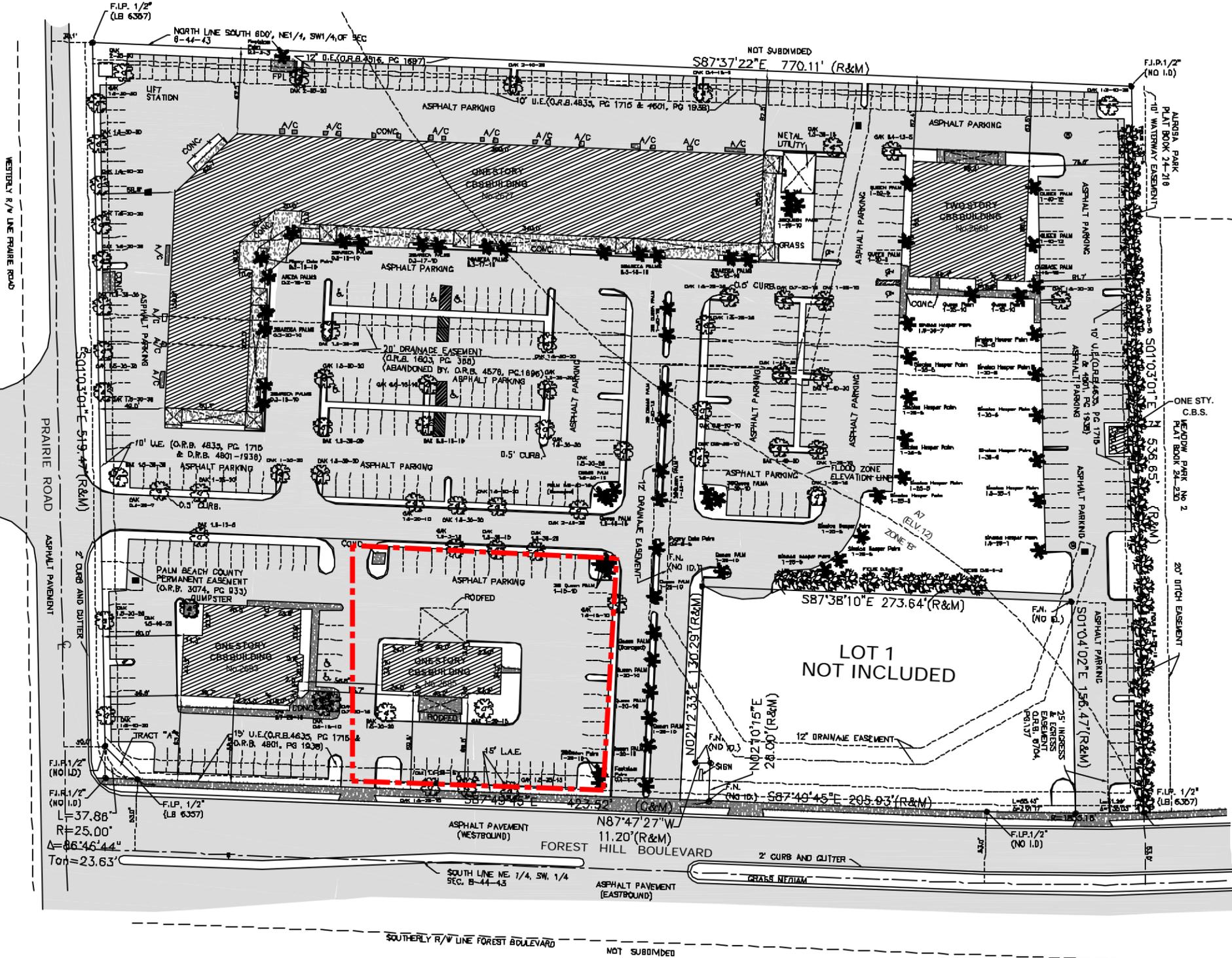
COMPASS SURVEYING
 WWW.COMPASSSURVEYING.NET

LB #7463

Exhibit "D"
Site Plan

\\Server\VD\GIS\PROJECTS\HADONNE\36 X 24 Tbl.dwg 4/20/2004 8:36:15 AM EST

MEADOW PARK No 2
PLAT BOOK 22-7



SURVEYOR'S NOTES

- The date of completion of original field Survey was on November 18, 2003.
- Lot 2 of "LAKESHORE PLAZA", according to the Plat thereof, as recorded in Plat Book 74, at Page 108, of the Public Records of Palm Beach County, Florida. Containing 372,451 square feet (8.55 Acres more or less) by all its heirs.
- Property Address 2841-2877-2880-2883 Forest Hill Boulevard, West Palm Beach, Florida 33409. File No. 00-43-44-00-34-000-0010.
- The accuracy obtained by measurement and calculation of closed traverse figures was found to exceed this requirement.
- SOURCES OF DATA: North-south direction is based on an assumed Meridian. Bearings as shown herein are based upon the South property line with an assumed bearing of S 87°44'48" E, said line to be considered a well-measured line. This property appears to be located in Flood Zone A7 with an elevation of 12.00 feet, as per Federal Emergency Management Agency (FEMA) Determination Form Number 15219L, Map No. 0165, dated October 15, 1992. Legal Description furnished by client. "LAKESHORE PLAZA", according to the Plat thereof, as recorded in Plat Book 74, at Page 108, of the Public Records of Palm Beach County, Florida. "MEADOW PARK No. 2", according to the Plat thereof, as recorded in Plat Book 24, at Page 230, of the Public Records of Palm Beach County, Florida. The components of Schedule B-1, Ordinance Number 07-707990, effective after February 4, 2004, at 11:00 P.M., by Abney's Title Insurance Fund, and furnished to the Underwriter to show any matter of record affecting the subject property as follows:
 - Item # 4 - Does affect the subject property, as shown on the survey map.
 - Item # 7 - Not Addressed.
 - Item # 8 - Does affect the subject property, as shown on the survey map.
 - Item # 9 - Does affect the subject property, as shown on the survey map.
 - Item # 10 - Not Addressed.
 - Item # 11 - Does affect the subject property, as shown on the survey map.
 - Item # 12 - Does affect the subject property, as shown on the survey map.
 - Item # 13 - Does affect the subject property, as shown on the survey map.
 - Item # 14 - Not Addressed.
 - Item # 15 - Not Addressed.
 - Item # 16 - Not Addressed.
 - Item # 17 - Does affect the subject property, as shown on the survey map.
 - Item # 18 - Not Addressed.
 - Item # 19 - Does affect the subject property, as shown on the survey map.
 - Item # 20 - Not Addressed.
 - Item # 21 - Not Addressed.
 - Item # 22 - Does affect the subject property, as shown on the survey map.
 - Item # 23 - Does affect the subject property, as shown on the survey map.

Shows other information other than what is cited in the Sources of Data here furnished, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Palm Beach County, Florida. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of public records. No excavation or determination was made as to how the Subject Property is served by utilities. No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown herein.

Well-identified features as depicted on the Survey Map may not be shown to an indicated horizontal positional accuracy of 1/8" inch.

This Boundary Survey was prepared at the instance of and certified to:

Libertine Darden, LLC
Commercial Bank of Florida, its successors and/or assigns,
as their interest may appear.
Linda Rodriguez, P.A.
Robert A. Brandt, P.A.
Abney's Title Insurance Fund, Inc.
Gaines, Gandy, Dale, Latta, Martens, Melrose, & O'Connell

I hereby certify that this "Boundary Survey" and the Survey Map resulting therefrom was performed under my direction and in true and correct faith to the best of my knowledge and belief and further, that said "Boundary Survey" complies with the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61B17-6 of the Florida Administrative Code and its implementing law, Chapter 473.027 of the Florida Statutes.

Florida Corporation
Florida Certificate of Authorization Number L57087

By: _____
Registered Surveyor and Mapper L57087
State of Florida

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

LEGEND

1/8" WIDE	ASPHALT PAVEMENT
1/4" WIDE	CONCRETE
1/2" WIDE	GRAVEL
3/4" WIDE	GRAVEL
1" WIDE	GRAVEL
1 1/2" WIDE	GRAVEL
2" WIDE	GRAVEL
3" WIDE	GRAVEL
4" WIDE	GRAVEL
6" WIDE	GRAVEL
8" WIDE	GRAVEL
12" WIDE	GRAVEL
18" WIDE	GRAVEL
24" WIDE	GRAVEL
36" WIDE	GRAVEL
48" WIDE	GRAVEL
60" WIDE	GRAVEL
72" WIDE	GRAVEL
90" WIDE	GRAVEL
108" WIDE	GRAVEL
126" WIDE	GRAVEL
144" WIDE	GRAVEL
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Exhibit "E"
Forest 26 Drainage Easement Sketch and Description

SKETCH AND DESCRIPTION

DESCRIPTION OF DRAINAGE EASEMENT (B) & (C)

LEGAL DESCRIPTION

12.0' DRAINAGE EASEMENT (B)

A PORTION OF LOT 2, **LAKESHORE PLAZA**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 2, (ALSO KNOWN AS THE SOUTHEAST CORNER OF TRACT "A" AS SHOWN ON THE PLAT OF LAKESHORE PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106) THENCE RUN SOUTH 87°49'45" EAST, ALONG THE SOUTH LINE OF LOT 2 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD) A DISTANCE OF 161.17 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF WATER'S EDGE DERMATOLOGY, LLC (TO BE RECORDED); THENCE RUN NORTH 02°23'23" EAST, A DISTANCE OF 179.00 FEET TO THE NORTH LINE OF THE PLAT OF WATER'S EDGE DERMATOLOGY, LLC (TO BE RECORDED); THENCE RUN SOUTH 87°31'02" EAST, ALONG THE NORTH LINE OF SAID WATER'S EDGE DERMATOLOGY, LLC PLAT, A DISTANCE OF 16.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°31'02" EAST, ALONG THE NORTH LINE OF SAID WATER'S EDGE DERMATOLOGY, LLC PLAT, A DISTANCE OF 47.86 FEET; THENCE DEPARTING AFOREMENTIONED NORTH LINE, RUN THENCE NORTH 72°59'47" WEST, A DISTANCE OF 102.16 FEET; THENCE RUN SOUTH 17°00'13" WEST, A DISTANCE OF 12.00 FEET; THENCE RUN SOUTH 72°59'47" EAST, A DISTANCE OF 55.83 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED WATER'S EDGE DERMATOLOGY, LLC PLAT (TO BE RECORDED) AND THE POINT OF BEGINNING. TOGETHER WITH

12.0' DRAINAGE EASEMENT (C)

A PORTION OF LOT 2, **LAKESHORE PLAZA**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 2, (ALSO KNOWN AS THE SOUTHEAST CORNER OF TRACT "A" AS SHOWN ON THE PLAT OF LAKESHORE PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106) THENCE RUN SOUTH 87°49'45" EAST, ALONG THE SOUTH LINE OF LOT 2 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD) A DISTANCE OF 161.17 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF WATER'S EDGE DERMATOLOGY, LLC (TO BE RECORDED); THENCE CONTINUE SOUTH 87°49'45" EAST, ALONG THE SOUTH LINE OF THE PLAT OF WATER'S EDGE DERMATOLOGY, LLC (TO BE RECORDED), A DISTANCE OF 186.43 FEET TO THE EAST LINE OF AFOREMENTIONED WATER'S EDGE DERMATOLOGY, LLC PLAT, THENCE RUN NORTH 02°23'23" WEST, ALONG THE AFOREMENTIONED EAST LINE OF WATER'S EDGE DERMATOLOGY, LLC PLAT, A DISTANCE OF 135.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°23'23" EAST, ALONG AFOREMENTIONED EAST LINE, A DISTANCE OF 12.30 FEET; THENCE DEPARTING AFOREMENTIONED EAST LINE OF WATER'S EDGE DERMATOLOGY, LLC PLAT (TO BE RECORDED); THENCE RUN SOUTH 74°56'21" EAST, A DISTANCE OF 40.32 FEET; THENCE SOUTH 15°03'39" WEST, A DISTANCE OF 12.00 FEET; THENCE RUN THENCE NORTH 74°56'21" WEST, A DISTANCE OF 37.62 FEET TO A POINT ON THE EAST LINE OF AFOREMENTIONED WATER'S EDGE DERMATOLOGY, LLC PLAT (TO BE RECORDED) AND THE POINT OF BEGINNING.

Project C-13833	Sheet 3
Date 08-29-2016	OF 4
Scale 1" = 50'	

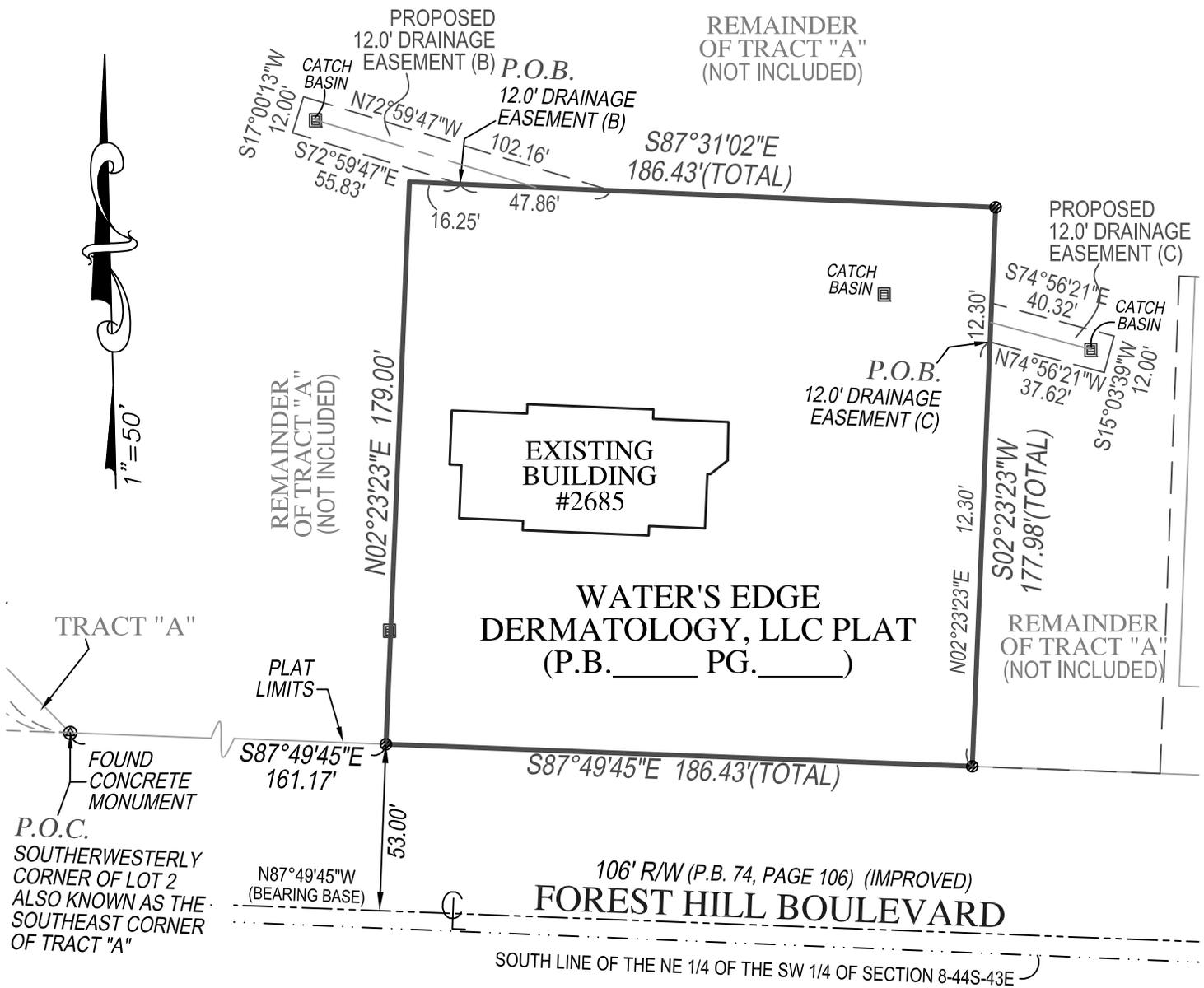
6250 N. MILITARY TRAIL SUITE 102
WEST PALM BEACH, FL 33407
www.compassurveying.net
LB. 7463

COMPASS SURVEYING

PHONE: 561.640.4800 FAX: 561.640.0576

SKETCH AND DESCRIPTION

SKETCH OF DRAINAGE EASEMENT (B) & (C)



ABBREVIATION DESCRIPTION:

- ⊕ CENTERLINE
 - I.D. IDENTIFICATION
 - LB LICENSED BUSINESS
 - N.A.V.D. NORTH AMERICAN VERTICAL DATUM
 - N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - PSM PROFESSIONAL SURVEYOR MAPPER
 - R/W RIGHT OF WAY
- ⊕ SOUTH R/W LINE OF FOREST HILL BOULEVARD

THIS DRAWING IS NOT FULL AND COMPLETE WITHOUT ALL OF ITS ACCOMPANYING PAGES.

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Project C-13833	Sheet 4 OF 4
Date 08-29-2016	
Scale 1" = 50'	

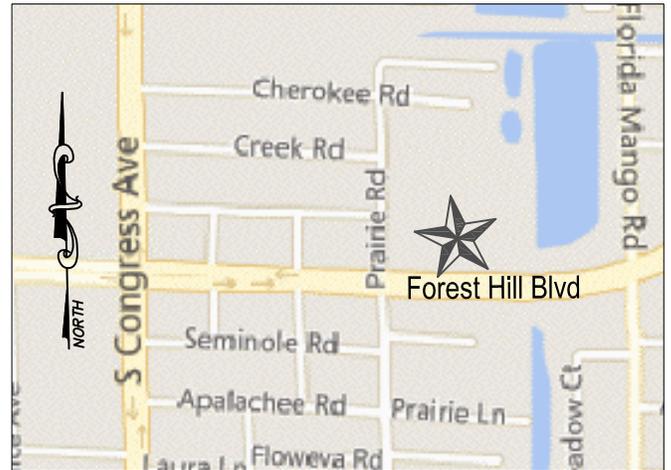
Exhibit "F"
Lakeshore Drainage Easement Sketch and Description

SKETCH AND DESCRIPTION

THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO SHOW THE LOCATION AND DIMENSIONS OF THE PROPOSED DRAINAGE EASEMENT.

- INDEX -

SHEET	DESCRIPTION
1.	COVER, INDEX & DESCRIPTION(A)
2.	SKETCH OF DESCRIPTION (A)
3.	DESCRIPTION FOR (B) & (C)
4.	SKETCH OF DESCRIPTION(B) & (C)



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

DRAINAGE EASEMENT (A)

A PORTION OF LOT 2, **LAKESHORE PLAZA**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 2, (ALSO KNOWN AS THE SOUTHEAST CORNER OF TRACT "A" AS SHOWN ON THE PLAT OF LAKESHORE PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 106) THENCE RUN SOUTH 87°49'45" EAST, ALONG THE SOUTH LINE OF LOT 2 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD) A DISTANCE OF 161.17 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF WATER'S EDGE DERMATOLOGY, LLC (TO BE RECORDED); THENCE RUN NORTH 02°23'23" EAST, A DISTANCE OF 179.00 FEET TO THE NORTH LINE OF THE PLAT OF WATER'S EDGE DERMATOLOGY, LLC(TO BE RECORDED); THENCE RUN SOUTH 87°31'02" EAST, ALONG THE NORTH LINE OF SAID WATER'S EDGE DERMATOLOGY, LLC PLAT, A DISTANCE OF 16.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°31'02" EAST, ALONG THE NORTH LINE OF SAID WATER'S EDGE DERMATOLOGY, LLC PLAT, A DISTANCE OF 47.86 FEET; THENCE DEPARTING AFOREMENTION NORTH LINE, RUN THENCE SOUTH 72°59'47" EAST, A DISTANCE OF 92.55 FEET; THENCE RUN SOUTH 74°56'21" EAST, A DISTANCE OF 33.58 FEET TO A POINT ON THE EAST LINE OF THE PLAT OF WATER'S EDGE DERMATOLOGY, LLC (TO BE RECORDED); THENCE RUN SOUTH 02°23'23" WEST, ALONG AFOREMENTION EAST LINE OF WATER'S EDGE DERMATOLOGY, LLC PLAT, A DISTANCE OF 12.30 FEET; THENCE RUN NORTH 74°56'21", A DISTANCE OF 36.49 FEET; THENCE RUN NORTH 72°59'47" WEST, A DISTANCE OF 139.08 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED WATER'S EDGE DERMATOLOGY, LLC PLAT(TO BE RECORDED) AND THE POINT OF BEGINNING.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. NO FIELD WORK PERFORMED IN THE PREPARATION OF THIS LEGAL AND SKETCH.
3. THIS DRAWING IS NOT FULL AND COMPLETE WITHOUT ALL OF ITS ACCOMPANYING PAGES.
4. THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF FOREST HILL BOULEVARD, HAVING A BEARING OF N87°49'45"W.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH & DESCRIPTION IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)

KENNETH J. OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

Project C-13833	Sheet 1 OF 4
Date 08-29-2016	
Scale 1" = 50'	

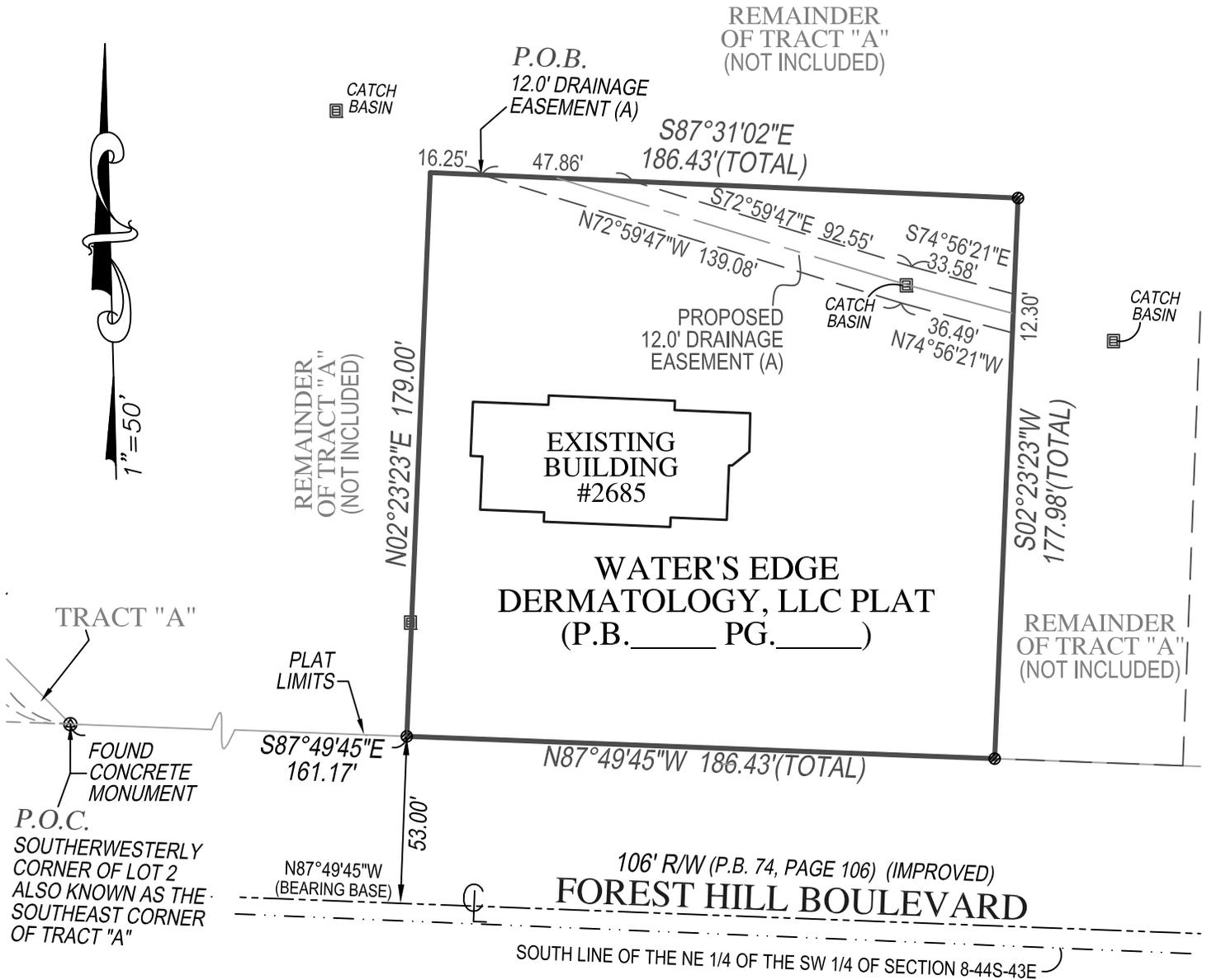
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SKETCH AND DESCRIPTION

SKETCH OF DRAINAGE EASEMENT (A)



ABBREVIATION DESCRIPTION:

- ☉ CENTERLINE
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Project C-13833	Sheet 2 OF 4
Date 08-29-2016	
Scale 1" = 50'	

VILLAGE OF PALM SPRINGS

Water's Edge Dermatology



 Parcels



DATE: 7/13/2016



VILLAGE OF PALM SPRINGS

Water's Edge Dermatology



-  Water's Edge Dermatology
-  Village Limits



DATE: 7/13/2016





Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2016

DEPARTMENT: Land Development

ITEM#14: Resolution No. 2016-70- Extension of the Village Future Annexation Area

SUMMARY: Village staff is proposing to expand/extend the Village's Future Annexation Area from its current southeasterly limits on Congress Avenue, south of Lake Worth Road to include the Palm Beach Habilitation Center property on the southeast side of Congress Avenue. Palm Springs' Future Annexation Area was adopted via Resolution 1989-20, and amended via Resolutions 2005-67, 2007-40 and 2015-79.

The proposed expansion of the Village's Future Annexation Area would allow for uniform control over the major corridors and standardization of regulations and incentives to promote economic development and re-development of underutilized properties.

The proposal to extend the Village's annexation area has been shared with the City of Lake Worth, the City of Atlantis and Palm Beach County. The City of Lake Worth has expressed a desire to annex Palm Beach State College into their corporate limits and Palm Beach County would like for John Prince Park to remain within the unincorporated area of the County. The proposal has been formally routed through IPARC and no concerns have been received to date. Further, staff met with Palm Beach County and no concerns were provided.

The proposed Future Annexation Area map is not formally adopted within the Village's Comprehensive Plan, but was included in the 2007 Evaluation and Appraisal Report due to the fact that the Village was outlining our objectives for the upcoming 10 year period. As a result, this expansion would not require a comp plan amendment.

The Land Development Board considered this proposal at its August 9th meeting and recommended approval.

FISCAL IMPACT:

The legislative act of amending the map does not have a fiscal impact.

ATTACHMENTS:

1. Proposed Resolution No. 2016-70 - Amending the Village Future Annexation Area
2. Proposed expanded Future Annexation Area map
3. IPARC Notice

RESOLUTION NO. 2016-70

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING AND CONFIRMING AN AMENDED FUTURE ANNEXATION AREA FOR THE VILLAGE OF PALM SPRINGS.

WHEREAS, the Village of Palm Springs has historically had a future Annexation Area over the years; and

WHEREAS, the future annexation areas have previously approved by the Village Council adoption of Resolution No. 1989-20, amended by Resolutions 2005-67 and Resolution No. 2007-40 and Resolution No. 2015-79; and

WHEREAS, the Village is desirous of confirming said Annexation Area, as well as updating and expanding the annexation area to reflect the Village's objective of a concentrated redevelopment/economic development strategy for the area; and

WHEREAS, the so-designated area has been carefully reviewed and analyzed by Staff and the Village Council, and has been found to meet the necessary criteria for its urban service area; and

WHEREAS, the extension of the current boundaries would be of benefit to the public welfare by attracting businesses, providing employment and expanding the tax base; and

WHEREAS, the Village would be responsible for providing police protection; and

WHEREAS, the said areas lie within the PBCWUD service area, or adjacent thereto.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village of Palm Springs future annexation areas is hereby expanded and established as shown on the map and described by the proposed map, which are attached hereto and made a part of this resolution.

Section 2. This Resolution shall take effect immediately upon adoption.

Resolution No. 2016-70

Council Member offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VICE MAYOR, JONI BRINKMAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAYOR PRO TEM, PATTI WALLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCIL MEMBER, DOUG GUNTHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCIL MEMBER, LIZ SHIELDS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of SEPTEMBER, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

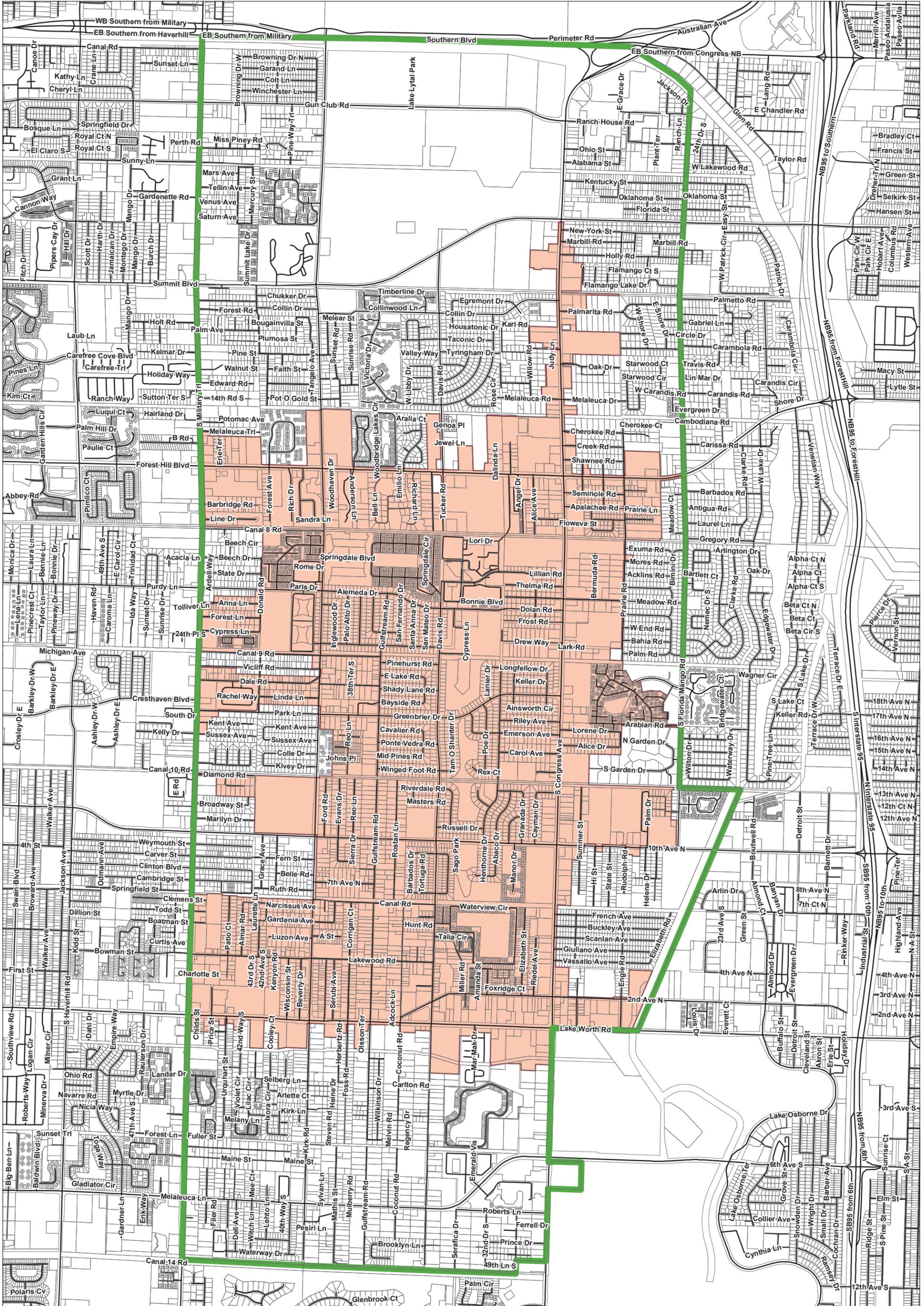
BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

VILLAGE OF PALM SPRINGS

Current Boundary and Future Annexation Area



- Future Annexation
- Village Limits

0 1,250 2,500 5,000 Feet



DATE: 7/26/2016

EXECUTIVE SUMMARY FOR (upcoming) COMPREHENSIVE PLAN AMENDMENTS

Date: September 14, 2016

Reference: **Palm Springs Future Annexation Area**

General Information

Initiating Local Government: Palm Springs

Contact Person: Kim Glas-Castro

Address: 226 Cypress Lane, Palm Springs, FL 33461

Telephone/Fax (561) 965-4016 / (561) 439-4132

Applicant/Agent: Village of Palm Springs

Proposed Amendments

General Summary of Amendments:

- Annexation
- Amendments relating to traffic circulation or the roadway networks
- Amendments relating to affordable housing
- Amendments related to the following elements:
- Land Use
- Traffic circulation
- Mass transit
- Ports and aviation
- Housing
- Infrastructure _____ sub-elements
- Coastal management
- Conservation
- Recreation and open space
- Intergovernmental coordination
- Capital improvements
- Other (Zoning)

Summary of proposal:

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The Village of Palm Springs is proposing to expand / extend its Future Annexation Area from its current southerly limits on South Congress Avenue to include additional property.

Palm Springs Future Annexation Area was adopted via Resolution 1989-20, and amended via Resolutions 2005-67 and 2007-40 and 2015-79.

The expansion of the Village's Future Annexation Area will allow for uniform control over the Lake Worth Road/6th Avenue South intersection, standardization of regulations and incentives to promote redevelopment of underutilized properties.

The proposal to extend the Village's annexation area is proposed only after the voluntary consent of the affected property owners who desire to annex into the Village limits.

Processing Schedule

Date/Time/Location Scheduled for Governing Body Public Hearing:

September 22, 2016 /6:30 P.M./Council Chambers at 226 Cypress Lane, Palm Springs, FL

VILLAGE OF PALM SPRINGS

Current Boundary and Future Annexation Area

