120 Malabar Road SE
Palm Bay, FL 32907
(321) 952-3400
www.palmbayflorida.org

Mayor
ROB MEDINA
Deputy Mayor
DONNY FELIX
Councilmembers
KENNY JOHNSON
RANDY FOSTER
VACANT

AGENDA

Regular Council Meeting 2023-29
Tuesday

November 14, 2023 - 6:00 PM
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. One (1) term expiring on the Bayfront Community Redevelopment Agency (represents 'at-large' position).++
2. Three (3) terms expiring and one (1) vacancy on the Disaster Relief Committee Executive Board.+

AGENDA REVISIONS:

PROCLAMATIONS AND RECOGNITIONS:

1. Recognition: Presentation of the American Flag - honoring the service of Marc Gray. (Mayor Medina)
2. Proclamation: National Native American Heritage Month - November 2023.

PUBLIC COMMENTS/RESPONSES:

Public comments will be heard by the City Council on non-agenda issues. Speakers must complete 'Public Comment Cards' (orange) and are limited to three (3) minutes each.

PUBLIC HEARINGS:

1. Ordinance 2023-94, providing for the annexation of certain real property located south of and adjacent to Malabar Road, in the vicinity west of Melbourne Tillman Drainage District Canal 7, into the City (6.00 acres) (Case A23-00003, Diaz Treasures, LLC), final reading.
2. Ordinance 2023-95, providing for the annexation of certain real property located south of and

adjacent to Malabar Road, in the vicinity southwest of St. Johns Heritage Parkway and west of Melbourne Tillman Drainage District Canal 7, into the City (13.05 acres) (Case A23-00005, City of Palm Bay), final reading.

3. Ordinance 2023-102, amending the Fiscal Year 2022-2023 budget by appropriating and allocating certain monies (fifth/final budget amendment), final reading.

4. Request by Sunrise Plaza Enterprise, Inc. for a conditional use to allow retail automotive gas/fuel sales in NC (Neighborhood Commercial District) zoning on property located at the southwest corner of Glencove Avenue and Emerson Drive (3.00 acres) (CU23-00003). (RESCHEDULED TO 12/06/23 P&Z AND 12/07/23 RCM)

5. Request by AZAD Business Corporation for a conditional use to allow alcohol service at a proposed dining establishment in BMUV (Bayfront Mixed Use Village District) zoning, in accordance with Section 185.053(D)(2), Palm Bay Code of Ordinances, on property located east of and adjacent to Dixie Highway, in the vicinity south of the intersection of Dixie Highway and Anglers Drive (0.3 acres) (CU23-00014). (RESCHEDULED TO 12/06/23 P&Z AND 12/07/23 RCM)

6. Request by AZAD Business Corporation for a conditional use to allow outdoor seating at a proposed dining establishment in BMUV (Bayfront Mixed Use Village District) zoning, in accordance with Section 185.053(D)(3), Palm Bay Code of Ordinances, on property located east of and adjacent to Dixie Highway, in the vicinity south of the intersection of Dixie Highway and Anglers Drive (0.3 acres) (CU23-00016). (RESCHEDULED TO 12/06/23 P&Z AND 12/07/23 RCM)

7. Request by Diaz Treasures, LLC, to amend the City's Comprehensive Plan Future Land Use Map to change the designated use of property located south of and adjacent to Malabar Road, in the vicinity west of Melbourne Tillman Drainage District Canal 7, from Residential 1 Unit Per Acre (Brevard County) to Commercial Use (6.00 acres) (Case CP23-00017). (RESCHEDULED FOR 12/06/23 P&Z AND 12/21/23 RCM)

8. Request by Diaz Treasures, LLC, to rezone property located south of and adjacent to Malabar Road, in the vicinity west of Melbourne Tillman Drainage District Canal 7, from AU Agricultural Residential (Brevard County) to CC (Community Commercial District) (6.00 acres) (Case CPZ23-00009). (RESCHEDULED FOR 12/06/23 P&Z AND 12/21/23 RCM)

9. Request by the City of Palm Bay to amend the City's Comprehensive Plan Future Land Use Map to change the designated use of property located south of and adjacent to Malabar Road, in the vicinity southwest of St. Johns Heritage Parkway and west of Melbourne Tillman Drainage District Canal 7, from Residential 1 Unit Per Acre (Brevard County) to Commercial Use (13.05 acres) (CP23-00019). (RESCHEDULED FOR 12/06/23 P&Z AND 12/21/23 RCM)

10. Request by the City of Palm Bay to rezone property located south of and adjacent to Malabar Road, in the vicinity southwest of St. Johns Heritage Parkway and west of Melbourne Tillman Drainage District Canal 7, from AU Agricultural Residential (Brevard County) to CC (Community Commercial District) (13.05 acres) (Case CPZ23-00011). (RESCHEDULED FOR 12/06/23 P&Z AND 12/21/23 RCM)

CONSENT AGENDA:

There will be no separate discussion on those items listed under Consent Agenda. They will be enacted by the City Council on one motion. If discussion is desired by the City Council, that item will be removed from the Consent Agenda by Council and will be considered in the order that it appears on the agenda.

1. Contract: Lead and Copper Rule Revisions Compliance, Service Line Material Inventory and Compliance Planning, Task Order 23-15-WT – Utilities Department (Wade Trim - $302,840); and approve appropriation of funds on the next scheduled budget amendment ($302,840).
2. Miscellaneous: GIS Software, Small Municipal and County Government Enterprise Agreement, renewal – Utilities and Public Works Departments (ESRI - $288,300).
3. Miscellaneous: 'Other Agency' term contract, Fiscal Year 2023-2024 'as needed' purchases of equipment, materials and supplies – multiple city departments.
4. Miscellaneous: 'Cooperative Purchase', elevator products and services (OMNIA contract) - Parks and Facilities Department (Thyssenkrupp Elevator - $162,000).
5. Miscellaneous: 'Piggyback Purchase', 'as needed' purchases of capital vehicles (Bradford County Sheriff's Office contract) - various departments (multiple vendors).
6. Consideration of a budget amendment allocating General Fund Undesignated Fund Balance to build out office space for the Land Development Division ($22,156).
7. Consideration of utilizing Police Impact Fees (32908 and 32909 Nexus) for Capital Outlay requests for two (2) Radar Trailers ($30,000).
8. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund for legal costs associated with the Asset Forfeiture Program, bank fees, and Annual Reindeer Run ($14,800).
9. Consideration of submitting an application to the Florida Department of Law Enforcement, Office of Criminal Justice, Drone Replacement Program.
10. Consideration of revising Council's Policies and Procedures with regard to the Consent Agenda.
11. Acknowledgement of the City's travel expenses for the fourth quarter of Fiscal Year 2023 (July 2023 - September 2023).
12. Acknowledgement of the November 2023 GO Road Bond Paving report update.

NEW BUSINESS:

1. Consideration of councilmembers serving as representatives to other agencies/organizations/committees.
2. Selection by councilmembers of a Deputy Mayor.

COMMITTEE AND COUNCIL REPORTS:

1. Committee/Council Reports

ADMINISTRATIVE AND LEGAL REPORTS:

PUBLIC COMMENTS/RESPONSES: Speakers are limited to 3 minutes.

ADJOURNMENT:

Councilmembers who are members of the Space Coast Transportation Planning Organization (TPO) may discuss TPO issues which may subsequently be addressed by the TPO.

If an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required, and

the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

In accordance with the Americans with Disabilities Act, persons needing special accommodations for this meeting shall, at least 48 hours prior to the meeting, contact the Office of the City Clerk at (321) 952-3414 or Florida Relay System at 711.

If you use assistive technology (such as a Braille reader, a screen reader, or TTY) and the format of any material on this website or documents contained therein interferes with your ability to access information, please contact us. To enable us to respond in a manner most helpful to you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and your contact information. Users who need accessibility assistance can also contact us by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

Pursuant to Council Policies and Procedures, members of the public wishing to use electronic media when addressing City Council must provide the electronic file to staff for screening no later than 2:00 P.M. on the day of the meeting; audio presentations must be submitted to the City Clerk at least twenty-four (24) hours prior to the meeting.

THIS MEETING IS BROADCAST LIVE ON THE CITY'S WEBSITE AND TELEVISED ON THE SPACE COAST GOVERNMENT TV CHANNEL.

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Terese Jones, City Clerk**

DATE: **11/14/2023**

RE: **Three (3) terms expiring and one (1) vacancy on the Disaster Relief Committee Executive Board.+**

The terms of Stephen Hayes, Keith Miller, and Jimmy Backus on the above subject board will expire on January 3, 2024.

A vacancy also exists as Eunhea Park was removed from the board due to excessive absences. The term for the vacancy expires on January 3, 2024.

REQUESTING DEPARTMENT:
Legislative

FISCAL IMPACT:
None

RECOMMENDATION:
Request for announcement of the vacancy and terms expiring, and to solicit applications at tonight's meeting. Appointments will be made by the Palm Bay Municipal Foundation, Inc. at a future meeting.

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Lisa Frazier, AICP, Growth Management Director**

DATE: **11/14/2023**

RE: **Ordinance 2023-94, providing for the annexation of certain real property located south of and adjacent to Malabar Road, in the vicinity west of Melbourne Tillman Drainage District Canal 7, into the City (6.00 acres) (Case A23-00003, Diaz Treasures, LLC), final reading.**

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

The applicant (Diaz Treasures, LLC) is requesting City Council's acceptance of a Petition for Voluntary Annexation. The subject parcel is located south of and adjacent to Malabar Road in the vicinity west of St. Johns Heritage Parkway NW. There is one parcel included in this request. The applicant is requesting to annex parcel ID 29-36-05-00-2 / tax account 2960440, totaling approximately 6.00 acres of land with a current Brevard County zoning of AU Agricultural Residential and with a RES-1 Residential 1 unit per acre future land use property currently in unincorporated Brevard County.

Section 171.044, Florida Statutes, permits the owners of property to petition the City for annexation provided the property is contiguous to the City, is reasonably compact, and no enclaves are created. The proposed annexation parcel is located adjacent to and contiguous with property within Palm Bay city limits along the north property line. All property proposed for annexation is in a single area and reasonably compact, does not create finger or serpentine patterns, or any enclaves as confirmed by the City Attorney's Office. Staff research indicates that property owner authorization has been provided for the annexation.

The Growth Management Department has prepared this legislative memorandum for City Council's consideration of the voluntary annexation request for first hearing at the October 19, 2023, Regular Council Meeting and second/final hearing at the November 14, 2023, Regular Council Meeting.

In conjunction with the request for voluntary annexation, the applicant has also submitted requests for a City Future Land Use (FLU) and Zoning designation. The Growth Management Department is preparing the FLU and Zoning applications for consideration by the Planning & Zoning (P&Z) Board, which was originally scheduled for November 1, 2023 (cases CP23-00017 and CPZ23-00009); however, due to lack of a quorum, the board meeting was cancelled. These cases will now be heard at the December 6, 2023 regularly scheduled Planning & Zoning Board meeting.

The Notice of Annexation was published in the Florida Today newspaper on October 5, 2023, and will be republished in the newspaper on October 12, 2023. Notice was also provided by Certified U.S. Mail to the Brevard County Board of County Commissioners prior to publishing. Therefore, all notice requirements of Chapter 171, Florida Statutes have been met.

The attached Ordinance has been prepared for Council consideration.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:
Motion to approve Ordinance 2023-94.

ATTACHMENTS:

Description
A23-00003 -- Staff Report
A23-00003 -- Survey
A23-00003 -- Deed
A23-00003 -- Application
Ordinance 2023-94

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

Prepared by
Alexandra Bernard, Principal Planner

CASE NUMBER	**CITY COUNCIL HEARING DATE**
A23-00003	October 19, 2023

PROPERTY OWNER & APPLICANT	**PROPERTY LOCATION/ADDRESS**
Ubaldo Diaz, Diaz Treasures LLC (Tony Masone and Jake Wise, Reps.)	Block 2, Section 5, Township 29, Range 36, Brevard County, Florida; containing approximately 6 acres. Located south of and adjacent to Malabar Rd, in the vicinity of west of St. Johns Heritage Pkwy NW; Tax Account 2960440

SUMMARY OF REQUEST	Voluntary Annexation
Existing Zoning	AU Agricultural Residential (Brevard County)
Existing Land Use	RES 1 -- Residential 1 unit per acre
Site Improvements	vacant land
Site Acreage	6 acres

SURROUNDING ZONING & USE OF LAND

North	PMU, Parkway Mixed Use; Vacant
East	RM-10, Single, Two, Multi-family Residential; Vacant
South	AU, Agricultural Residential; Vacant
West	AU, Agricultural Residential; Vacant

COMPREHENSIVE PLAN	A Comprehensive Plan Future Land Use Map Amendment, Case CP23-00017 has been submitted in conjunction with this request.
COMPATIBILITY	

BACKGROUND:

The subject property is located south of and adjacent to Malabar Rd in the vicinity west of St. Johns Heritage Parkway NW. There is one parcel totaling 6 acres include in this request, which is comprised of vacant land.

The owner of the property has requested a voluntary annexation into the City of Palm Bay from unincorporated Brevard County. This request is in conjunction with a land swap agreement with the City of Palm Bay.

ANALYSIS:

A petition for voluntary annexation into the City of Palm Bay must meet all criteria established by Chapter 171.044, Florida Statutes:

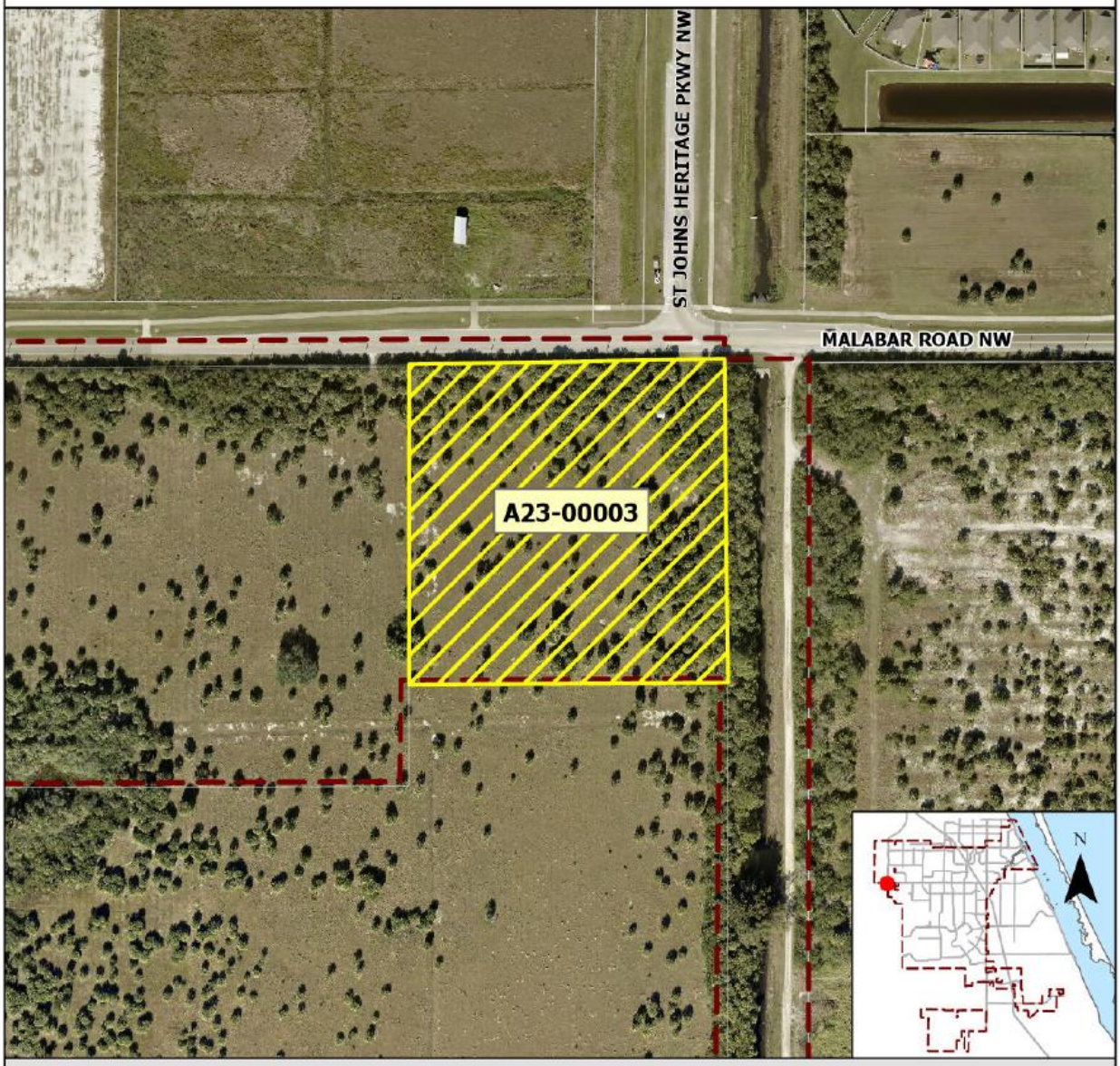
1. The Petition for annexation was filed by Ubaldo Diaz, Diaz Treasures, LLC (Tony Masone and Jake Wise, Reps) Staff research indicates that proper owner authorization has been provide for the annexation.
2. Section 171.044, Florida Statutes, permits the owners of property to petition the City for annexation provided the property is contiguous to the City, is reasonably compact and no enclaves are created. The proposed annexation parcel is located adjacent to the city and is contiguous to the City limits under the definitions in the Florida Statutes. The subject property abuts the City limits along the North, East and South boundaries of this parcel.
3. All properties for annexation are in a single area and reasonably compact as required by the Florida Statutes. The annexation reduces current enclaves. In addition, the annexation does not create finger or serpentine patterns as prohibited by the Florida Statutes.
4. Chapter 171 does not permit an annexation that would result in the creation of a enclave. An enclave is a developed area of unincorporated county property surrounded by the City. The proposed annexation would not create any enclaves.
5. The property to be annexed meets all criteria established by Chapter 171.044, Florida Statutes, for voluntary annexation.
6. The Notice of Annexation was published in the Florida Today newspaper on October 5, 2023, and will be republished in the newspaper on October 12, 2023. Notice was also provided to the Brevard County Board of County Commissioners by Certified Mail on September 20, 2023. Therefore, all notice requirements of Chapter 171, Florida Statutes have been met.

STAFF RECOMMENDATION:

Motion to approve Case A23-00003

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

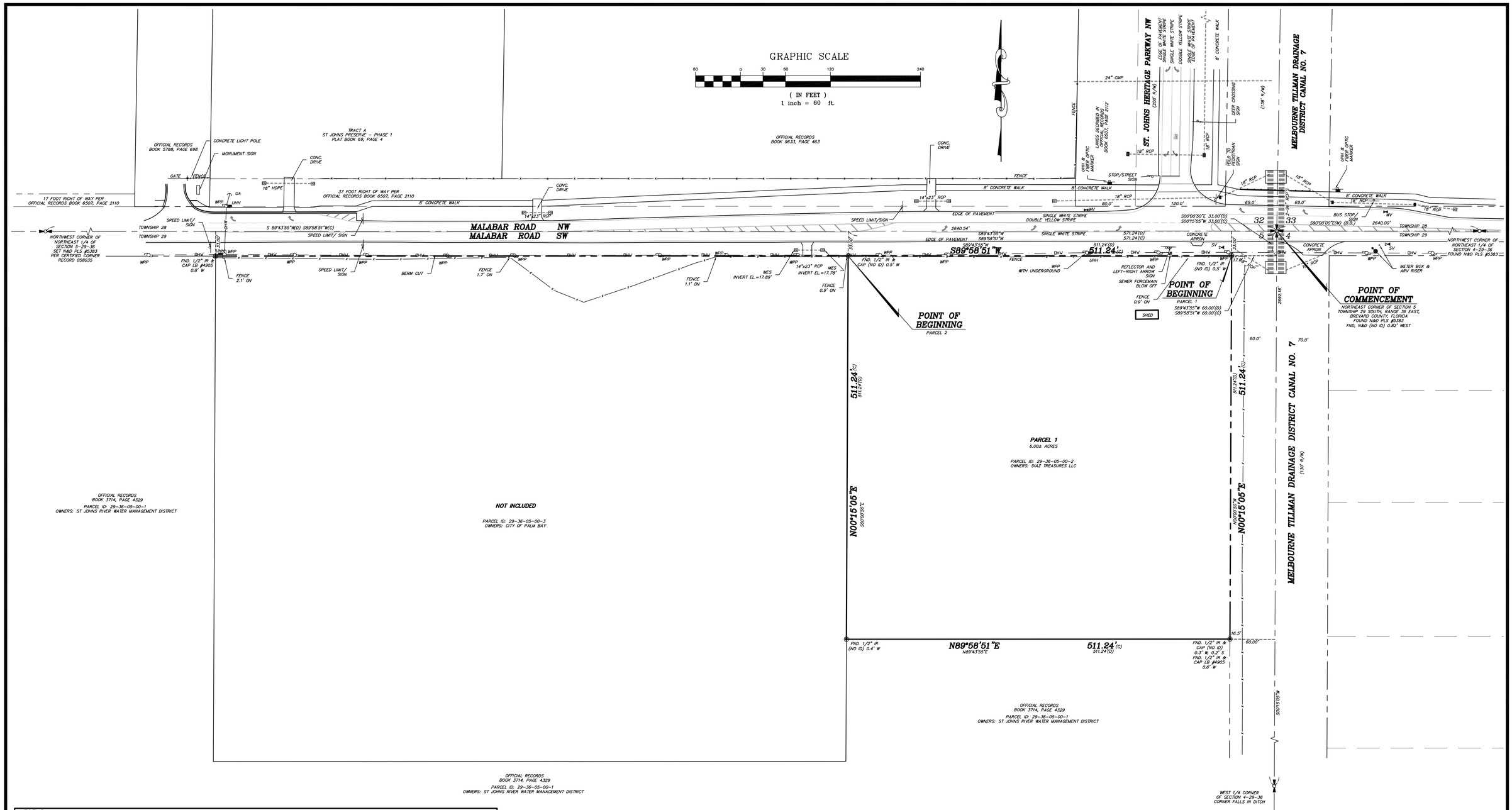


AERIAL LOCATION MAP

CASE: A23-00003

Subject Property

South of and adjacent to Malabar Road NW, in the vicinity north of the intersection of St. Johns Heritage Parkway NW and Malabar Road NW



SURVEY PREPARED FOR:

DIAZ TREASURES LLC

PARCEL 1:
A PORTION OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5, TOWNSHIP 29 SOUTH, RANGE 36 EAST; THENCE S00°00'50"E ALONG THE EAST LINE OF SAID SECTION 5, 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MALABAR ROAD; THENCE S89°43'55"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MALABAR ROAD 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MALABAR ROAD, S89°43'55"W, 511.24 FEET; THENCE S00°00'50"E PARALLEL TO THE EAST LINE OF SAID SECTION 5, 511.24 FEET; THENCE N89°43'55"E, 511.24 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CANAL NO.7; THENCE N00°00'50"W, 511.24 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF CANAL NO. 7 BACK TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 6.00 ACRES MORE OR LESS

The seal appearing on this document was authorized by Andrew W. Powshok, P.L.S. No.5383, on June 22, 2023

This item has been electronically signed and sealed by Andrew W. Powshok, PLS No.5383 using a digital signature on June 22, 2023

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

LEGEND:

STA – STATION
R – RIGHT OF BASELINE
L – LEFT OF BASELINE
PVC – POLYVINYL CHLORIDE
PRC – POINT OF REVERSE CURVE
PC – POINT OF CURVATURE
PT – POINT OF TANGENCY
EL – ELEVATION
LF – LINEAR FEET
P. – PUBLIC
U. – UTILITY
D. – DRAINAGE
E. – EASEMENT
FF – FINISHED FLOOR
EL – ELEVATION
LB – LICENSED BUSINESS
PLS – PROFESSIONAL LAND SURVEYOR
PSM – PROFESSIONAL SURVEYOR AND MAPPER
PCP – PERMANENT CONTROL POINT
PRM – PERMANENT REFERENCE MONUMENT
SEC. – SECTION
TWP. – TOWNSHIP
RNG. – RANGE
(R) – RADIAL
(NR) – NON-RADIAL
C= – CHORD DISTANCE
CB= – CHORD BEARING
L= – CURVE LENGTH
R= – CURVE RADIUS
D= – CURVE DELTA

RU – REUSE HAND HOLE
WM – WATER METER
WV – WATER GATE VALVE
RV – REUSE GATE VALVE
GV – GAS PLUG VALVE
FH – FIRE HYDRANT
FDC – FIRE DEPARTMENT CONNECTION
SSM – SANITARY SEWER MANHOLE
GTM – GREASE TRAP MANHOLE
SDM – STORM DRAIN MANHOLE
MES – CONCRETE MITERED END
FMES – PRECUTS CONCRETE FLUME MITERED END SECTION
FLE – FIRE CAST CONCRETE FLARED END
BFP – BACK FLOW PREVENTER
DDC – DOUBLE DETECTOR CHECK VALVE
AR – AIR RELEASE VALVE
TCD – TRUNCATED DOME
CO – SANITARY SEWER CLEANOUT
BL – BOLLARD
NAD 83 – NORTH AMERICAN DATUM 1983
NAVD 88 – NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD 29 – NATIONAL GEODETIC VERTICAL DATUM OF 1929

– INDICATES DOUBLE TIE LOCATION
– INDICATES MANHOLE NUMBER
– INDICATES SAMPLE LOCATION
ORB – OFFICIAL RECORDS BOOK
PB – PLAT BOOK
PG – PAGE
TBD – TO BE DETERMINED
TOB – TOP OF BANK
TOS – TOE OF SLOPE
RCP – REINFORCED CONCRETE PIPE
CPP – CORRUGATED PLASTIC PIPE
CMP – CORRUGATED METAL PIPE
HDPE – HIGH DENSITY POLYETHYLENE PIPE
DIP – DUCTILE IRON PIPE

LINE TYPES
—OHW— – OVERHEAD WIRE
– – – – – – EASEMENT LINE
– · – · – · – TOP OF BANK
– · – · – · – CENTER LINE
– · – · – · – RIGHT OF WAY LINE
STORM PIPE AS NOTED
EXISTING STORM PIPE AS NOTED
—WM— – WATER MAIN
—FM— – SEWER FORCE MAIN
—SS— – SANITARY SEWER
—RU— – REUSE MAIN
—FO— – UNDERGROUND FIBER OPTIC
—GAS— – UNDERGROUND GAS MAIN
TREE LINE
—CL— – CLEARING LIMITS
—UT— – UNDERGROUND UTILITY AS NOTED

– SINGLE REUSE SERVICE
– DOUBLE REUSE SERVICE
– SINGLE WATER SERVICE
– DOUBLE WATER SERVICE
– SINGLE SEWER SERVICE
– DOUBLE SEWER SERVICE
CP – CONCRETE POLE AS NOTED
WPP – WOOD POWER POLE
LP – LIGHT POLE
FL – FLOOD LIGHT
GA – GUY ANCHOR
SS – STOP SIGN (UNLESS NOTED OTHERWISE)
– CURB STOP
– TRANSFORMER PAD
UHH – UTILITY HAND HOLE
UR – UTILITY RISER
WP&LP – WOOD POWER AND LIGHT POLE
– BORE HOLE WITH GROUND ELEVATION

LINE TYPES
– EDGE OF PAVEMENT
– CONCRETE WALK
– 0.5" D CURB
– CURB AS NOTED
– WOOD FENCE
– PLASTIC FENCE
– METAL FENCE
– GUARD RAIL/HAND RAIL

(B.B.) – BEARING BASIS
F.I.R.M. – FLOOD INSURANCE RATE MAP
ID – IDENTIFICATION
W/ – WITH
(C) – COMPUTED
(P) – PLAT
(M) – MEASURED
(D) – DEED
FND. – FOUND
IR – IRON ROD
IP – IRON PIPE
℄ – CENTERLINE
R/W – RIGHT OF WAY
N&D – NAIL AND DISK
N&TT – NAIL AND TIN TAB
F.I.R.M. – FLOOD INSURANCE RATE MAP
CONC. – CONCRETE
ASPH. – ASPHALT
P.O.L. – POINT ON LINE
OHW – OVERHEAD WIRE
CLS – CENTERLINE OF SWALE
EX – EXISTING
x0.00 – SPOT ELEVATION LOCATION
00.00 – PROPOSED GRADE
– 4"x4" CONCRETE FOUND AS NOTED
– 4"x4" CONCRETE SET AS NOTED
– 1/2" IRON MARKER SET OR FOUND AS NOTED
– NAIL AND DISC SET/FOUND AS NOTED AND DESCRIBED

NOTE: EXISTING OR AS-BUILT ITEMS FROM OTHERS IN THIS PLAN

AAL LAND SURVEYING SERVICES, INC.

ACCORDING TO F.I.R.M. #12009C 0655 G, DATED MARCH 17, 2014, THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE AE. BASE EL.=20' (NAVD 88)

BOUNDARY SURVEY

SCALE: 1" = 20'

NORTH

REVISION:
REVISION:
REVISION:
REVISION:
REVISION:
REVISION:

FIELD DATE: 05-09-23

SECTION 5, TOWNSHIP 29 SOUTH, RANGE 36 EAST

PROJECT #37037-2 DIAZ

GENERAL NOTES:
1. THIS SURVEY AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY IS FOR THE SOLE BENEFIT OF THE PARTIES NAMED HEREON AND FOR THE SPECIFIC PURPOSE NOTED, AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY, AND IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.
3. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF THE FLORIDA LICENSED SURVEYOR AND REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE SURVEYOR IS HEREBY FORBIDDEN.
4. NO OPINION OF TITLE OR OWNERSHIP IS HEREBY EXPRESSED OR IMPLIED BY THE SURVEYOR.
5. THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR BY THE CLIENT, AND MAY BE SUBJECT TO EASEMENTS OR LIMITATIONS EITHER RECORDED OR IMPLIED.
6. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.
7. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN.
8. ELEVATIONS, IF SHOWN, ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. "NO WELLS" AND "NO SEPTICS" ARE DEFINITIONS TO SHOW AN ATTEMPT BY THE SURVEYOR TO LOCATE POSSIBLE EXISTING WELLS AND SEPTICS, HOWEVER NONE WERE FOUND USING STANDARD SURVEY LOCATING EQUIPMENT.

3970 WINTON ROAD, WEST MELBOURNE, FL 32904 L.B.#6623
PHONE: (321)768-8110 FAX: (321)952-9771 E-MAIL: frontdesk@aalsurvey.com

Digitally signed by Andrew W Powshok
Date: 2023.06.22 14:30:00 -04'00'

ANDREW W. POWSHOK
P.L.S. No. 5383

DANIEL D. GARNER
P.L.S. No. 6189

LEGEND

(B.B.) – BASIS OF BEARING
(M) – MEASURED
(P) – PLAT
(D) – DEED
ID – IRON ROD
IP – IRON PIPE
N&D – NAIL AND DISC
N&TT – NAIL AND TIN TAB
C.M. – CONCRETE MONUMENT
PRM – PERMANENT REFERENCE MARKER
EDW – EDGE OF WATER
TBM – TEMPORARY BENCHMARK
D= – DELTA
R= – RADIUS
L= – ARC LENGTH
FND. – FOUND
CH – CHORD LENGTH
P.O.B. – POINT OF BEGINNING
PC – POINT OF CURVATURE
PT – POINT OF TANGENCY
PI – POINT OF INTERSECTION
PRC – POINT OF REVERSE CURVE
R/W – RIGHT OF WAY
B.S.L. – BUILDING SETBACK LINE
OHW – OVERHEAD WIRES
E.P. – EDGE OF PAVEMENT
P.U. – PUBLIC UTILITY EASEMENT
D.E. – DRAINAGE EASEMENT
EL – ELEVATION
FF – FINISHED FLOOR
CONC. – CONCRETE
R.C.P. – REINFORCED CONCRETE PIPE
C.M.P. – CORRUGATED METAL PIPE
℄ – CENTERLINE
LB – LICENSED BUSINESS
PLS – PROFESSIONAL LAND SURVEYOR

XXXX – PROPOSED GRADES
T.B.D. – TO BE DETERMINED
EL. XXXX – EXISTING GRADES

3

This instrument was prepared by -
Record and Return To:

Ganon J. Studenberg, Esq.
Studenberg Law
1119 Palmetto Avenue
Melbourne, FL 32901

Property Appraiser's
Property Identification No. 29-36-05-00-2

WARRANTY DEED (STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture, made this 28th day of April, 2022 between **UBALDO DIAZ**, a married man, whose post office address is 366 Godfrey Road. SE, Palm Bay, Florida 32909, Grantor, and **DIAZ TREASURES, LLC**, a Florida Limited Liability Company, whose post office address is 366 Godfrey Road. SE, Palm Bay, Florida 32909, Grantee.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Brevard County, Florida, to-wit:

A portion of land lying in the Northeast Quarter of Section 5, Township 29 South, Range 36 East, Brevard County, Florida being more particularly described as follows:

Commencing at the Northeast Corner of said Section 5, Township 29 South, Range 36 East; thence S00°00'50"E along the East line of said Section 5, 33.00 feet to a point on the South right-of-way line of Malabar Road; thence S89°43'55"W along said South right-of-way line of Malabar Road 60.00 feet to the Point of Beginning; thence continue along said South right-of-way line of Malabar Road, S89°43'55"W, 511.24 feet; thence S00°00'50"E parallel to the East line of said Section 5, 511.24 feet; thence N89°43'55"E, 511.24 feet to a point on the West right-of-way line of Canal No.7; thence N00°00'50"W, 511.24 feet along said West right-of-way line of Canal No. 7 back to the Point of Beginning.

Said parcel contains 6.00 acres more or less.

PARCEL ID NO.: 29-36-05-00-2

THIS IS NOT THE HOMESTEAD OF THE GRANTOR AND GRANTEE.

SUBJECT TO:

(1) Zoning and/or restrictions and prohibitions imposed by governmental authority.

(2) Restrictions, easements, and other matters common to the Plat thereof.

(3) Taxes for the year 2022 and subsequent years.

GRANTOR does hereby fully warrant the title to said real property and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

This deed was prepared without a review or examination of the title to the above described property and no opinions or representations are being made either expressly or impliedly by Ganon J. Studenberg, Esquire, or GANON J. STUDENBERG, P.A.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
DARLEEN R. RIVERA
Please Print/Type Name

Witness
BENJAMIN D. WARREN
Please Print/Type Name

UBALDO DIAZ

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28th day of April, 2022, by means of ☒ physical presence or ☐ online notarization, by UBALDO DIAZ, who is personally known to me or who has produced EZDL, as identification.

My Commission Expires:

GANON J. STUDENBERG
Commission # GG 284846
Expires April 16, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public, State of Florida, at Large

Ganon Studenberg
Print, Type, or Stamp Name

Project Details: A23-00003

Project Type: **Annexation**

Project Location:	**Palm Bay, FL**
Milestone:	**Submitted**
Created:	**8/9/2023**
Description:	**Diaz Property**
Assigned Planner:	**Alexandra Bernard**

Contacts

Contact	Information
Owner/Applicant	Ubaldo Diaz, Manager 366 Godfrey Road SE Palm Bay, FL 32909 (321) 298-7824 diaztreasures@gmail.com
Legal Representative	Tony Masone 4275 Alyssa Lane West Melbourne, FL 32904 (321) 693-8669 tmasone@gmail.com
Legal Representative (2)	Jake Wise, P.E. 2651 W. Eau Gallie Boulevard Melboure, FL 32935 (321) 253-1221 jwise@cegengineering.com
Submitter	Kelly Hyvonen 355 Spoonbill Lane Melbourne Beach, FL 32951 kelly.hyvonen@gmail.com
Assigned Planner	Alexandra Bernard 120 Malabar Rd Palm Bay, FL 32907 alexandra.bernard@palmbayflorida.org

Fields

Field Label	Value
Is Submitter the Representative?	False
Purpose for Seeking Petition	Land swap agreement
Parcel Numbers	29-36-05-00-2
Preliminary Development Submitted?	False

Project Details: A23-00003

Tax Account Numbers	2960440
Zoning Amendment Application Number	CPZ23-00009
Future Land Use Application Number	CP23-00017
Voluntary Annexation?	True
Total Acreage	
Preliminary Development App Number	
Zoning Amendment App Submitted?	True
Number of Properties	
Future Land Use App Submitted?	True
Ordinance Number	
DEO Submittal Date	
Legal Ad Date 3	
Legal Ad Date 2	
Legal Ad Date 1	
Routing Date	
County Ad Sent Date	
Block	
Lot	2
Township Range Section	05-29-36
Subdivision	00
Year Built	
Use Code	
Use Code Desc	
LotSize	
Building SqFt	
Homestead Exemption	
Taxable Value Exemption	
Assessed Value	

Project Details: A23-00003

Market Value	
Land Value	
Tax ID	
Flu Description	
Flu Code	
Zoning Description	
Zoning Code	

ORDINANCE 2023-94

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF AND ADJACENT TO MALABAR ROAD, IN THE VICINITY WEST OF MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL 7, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FILING A COPY OF THE ORDINANCE WITH THE BREVARD COUNTY CLERK OF THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF BREVARD COUNTY, AND THE STATE OF FLORIDA DEPARTMENT OF STATE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Diaz Treasures, LLC has petitioned the City Council of the City of Palm Bay to voluntarily annex the herein described property, and

WHEREAS, said property is situated in an unincorporated area of Brevard County and is contiguous to the present boundary of the City of Palm Bay, and

WHEREAS, said property is reasonably compact and annexation of it would not result in the creation of an enclave, and

WHEREAS, the City Council of the City of Palm Bay desires to annex said property into the City of Palm Bay.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. In accordance with the provisions of Section 171.044, Florida Statutes, the following described parcel of real property being situated in the County of Brevard, State of Florida, and being contiguous to the existing corporate limits and boundaries of the City of Palm Bay, and being reasonably compact, and creating no enclaves is hereby annexed, established, organized into and made a part of the City of Palm Bay:

Commencing at the Northeast Comer of said Section 5, Township 29 South, Range 36 East; thence S00°00'50"E along the East line of said Section 5, 33.00 feet to a point on the South right-of-way line of Malabar Road; thence S89°43'55"W along said South right-of-way line of Malabar Road 60.00 feet to the Point of Beginning; thence continue along said South right-of-way line of Malabar Road, S89°43'55"W, 511.24 feet; thence S00°00'50"E parallel to the East line of said Section 5, 511.24 feet; thence N89°43'55"E, 511.24 feet to a point on the West right-of-way line of Canal No.7; thence N00°00'50"W, 511.24 feet along said West right-of-way line of Canal No. 7 back to the Point of Beginning. Said parcel contains 6.00 acres more or less.

SECTION 2. The corporate limits and boundary lines of the City of Palm Bay, Brevard County, Florida, shall be redefined so as to include therein the above-described parcel hereby annexed.

SECTION 3. The parcel of property to be annexed is hereby depicted on the attached map which, by reference, is incorporated herein as Exhibit ‘A’.

SECTION 4. This ordinance of annexation has been noticed, by reference, once a week for two consecutive weeks in a newspaper of general circulation in the County of Brevard, Florida, prior to its adoption.

SECTION 5. The City Clerk shall file a copy of this ordinance with the Brevard County Clerk of the Circuit Court, the Chief Administrator of Brevard County, and the State of Florida Department of State.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 7. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 8. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2023- , held on , 2023; and read in title only and duly enacted at Meeting 2023- , held on , 2023.

_____
Rob Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Diaz Treasures LLC
Case: A23-00003

cc: Brevard County Recording
Applicant
Case File

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Lisa Frazier, Growth Management Director**

DATE: **11/14/2023**

RE: **Ordinance 2023-95, providing for the annexation of certain real property located south of and adjacent to Malabar Road, in the vicinity southwest of St. Johns Heritage Parkway and west of Melbourne Tillman Drainage District Canal 7, into the City (13.05 acres) (Case A23-00005, City of Palm Bay), final reading.**

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

The applicant (City of Palm Bay) is requesting City Council's acceptance of a Petition for Voluntary Annexation for the subject parcel totaling approximately 13.05 acres currently located within unincorporated Brevard County. The subject parcel is located south of and adjacent to Malabar Road and west of St. Johns Heritage Parkway NW. There is one parcel included in this request. The proposed annexation of this parcel is contingent upon the acceptance of the Petition for Voluntary Annexation of the adjacent privately-owned parcel to the east (parcel ID: 29-36-05-00-2), which would make this request adjacent to and contiguous with property within Palm Bay city limits. In accordance with Chapter 171.044 F.S. all property proposed for annexation is reasonably compact, does not create finger or serpentine patterns, and does not create any enclaves as confirmed by the City Attorney's Office.

The applicant is requesting to annex parcel ID 29-36-05-00-3 / tax account 2961562, with a current Brevard County future land use and zoning designation of RES-1 Residential 1 and AU - Agricultural Residential, respectively. Annexation requests are not reviewed by the Planning and Zoning Board.

The Growth Management Department has prepared this legislative memorandum for City Council's consideration of the voluntary annexation request for first hearing at the October 19, 2023, Regular Council Meeting and second/final hearing at the November 14, 2023, Regular Council Meeting.

In conjunction with the request for voluntary annexation, the applicant has also submitted requests for a City Future Land Use (FLU) and Zoning designation. The Growth Management Department is preparing the FLU and Zoning applications for consideration by the Planning & Zoning (P&Z) Board, which was originally scheduled for November 1, 2023 (cases CP23-00019 and CPZ23-00011); however, due to lack of a quorum, the board meeting was cancelled. These cases will now be heard at the December 6, 2023 regularly scheduled Planning & Zoning Board meeting.

The Notice of Annexation was published in the Florida Today newspaper on October 5, 2023, and will be republished in the newspaper on October 12, 2023. Notice was also provided by Certified U.S. Mail to the Brevard County Board of County Commissioners prior to publishing. Therefore, all notice requirements of Chapter 171, Florida Statutes have been met.

The attached Ordinance has been prepared for Council consideration.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:
Motion to approve Ordinance 2023-95.

ATTACHMENTS:

Description

A23-00005 Staff Report
A23-00005 Survey
A23-00005 Deed
A23-00005 Application
Ordinance 2023-95

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

Prepared by
Tania Ramos, Senior Planner

CASE NUMBER	**CITY COUNCIL HEARING DATE**
A23-00005	October 19, 2023

PROPERTY OWNER & APPLICANT	**PROPERTY LOCATION/ADDRESS**
City of Palm Bay	Block 3, Section 5, Township 29, Range 36, Brevard County, Florida; containing approximately 13.05 acres. Located south of and adjacent to Malabar Rd, in the vicinity of west of St. Johns Heritage Pkwy NW; Tax Account 2961562

SUMMARY OF REQUEST	Voluntary Annexation
Existing Zoning	AU Agricultural Residential (Brevard County)
Existing Land Use	RES 1 -- Residential 1 unit per acre (Brevard County)
Site Improvements	Vacant Land
Site Acreage	13.05 acres

SURROUNDING ZONING & USE OF LAND

North	PMU, Parkway Mixed Use; Vacant
East	AU, Agricultural Residential; Vacant
South	AU, Agricultural Residential; Vacant
West	AU, Agricultural Residential; Vacant

COMPREHENSIVE PLAN COMPATIBILITY

A Comprehensive Plan Future Land Use Map Amendment, Case CP23-00019 has been submitted in conjunction with this request.

BACKGROUND:

The subject property is located south of and adjacent to Malabar Rd in the vicinity west of St. Johns Heritage Parkway NW. There is one parcel totaling 13.05 acres included in this request, which is comprised of vacant land.

The owner of the property has requested a voluntary annexation into the City of Palm Bay from unincorporated Brevard County. This request is in conjunction with a land swap agreement with Diaz Treasures LLC to the east.

ANALYSIS:

A petition for voluntary annexation into the City of Palm Bay must meet all criteria established by Chapter 171.044, Florida Statutes:

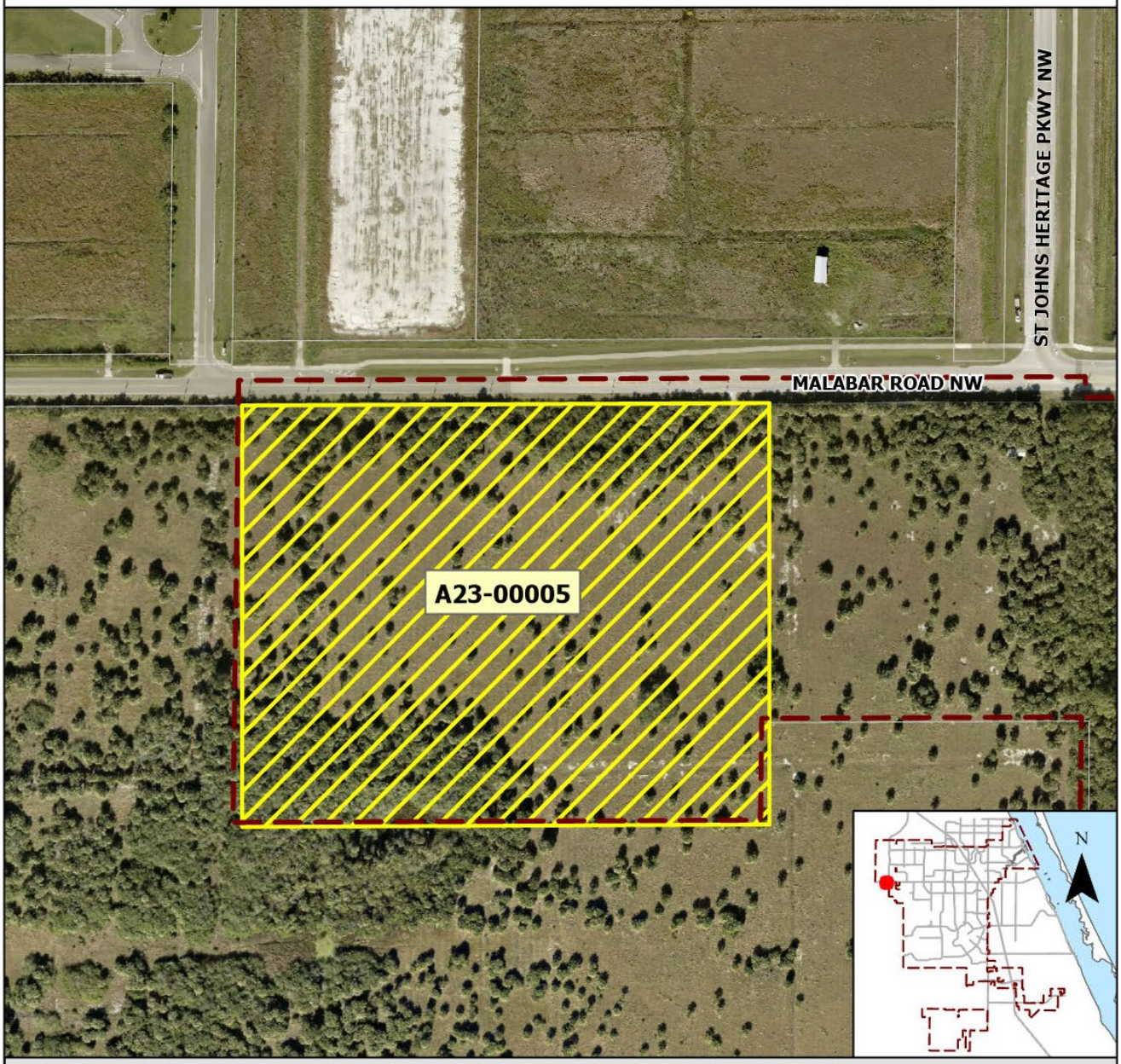
1. The Petition for annexation was filed by City of Palm Bay. Staff research indicates that proper owner authorization has been provided for the annexation.
2. Section 171.044, Florida Statutes, permits the owners of property to petition the City for annexation provided the property is contiguous to the City, is reasonably compact and no enclaves are created. The proposed annexation parcel is located adjacent to the city and is contiguous to the City limits under the definitions in the Florida Statutes. The subject property abuts the City limits along the North, West and South boundaries of this parcel.
3. All properties for annexation are in a single area and reasonably compact as required by the Florida Statutes. The annexation reduces current enclaves. In addition, the annexation does not create finger or serpentine patterns as prohibited by the Florida Statutes.
4. Chapter 171 does not permit an annexation that would result in the creation of an enclave. An enclave is a developed area of unincorporated county property surrounded by the City. The proposed annexation would not create any enclaves.
5. The property to be annexed meets all criteria established by Chapter 171.044, Florida Statutes, for voluntary annexation.
6. The Notice of Annexation was published in the Florida Today newspaper on October 5, 2023, and will be republished in the newspaper on October 12, 2023. Notice was also provided to the Brevard County Board of County Commissioners by Certified Mail on September 20, 2023. Therefore, all notice requirements of Chapter 171, Florida Statutes have been met.

STAFF RECOMMENDATION:

Motion to approve Case A23-00005.

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

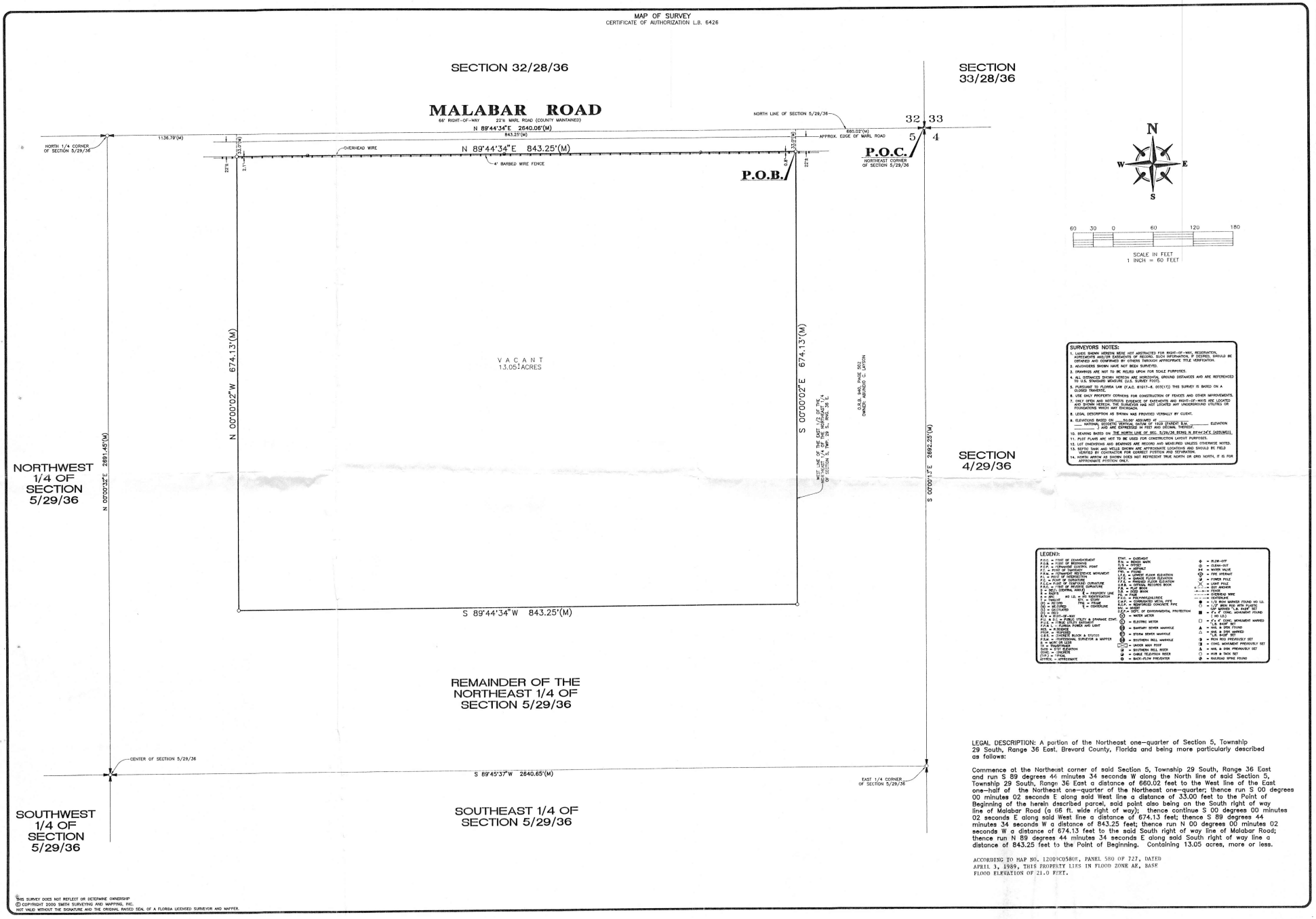


AERIAL LOCATION MAP CASE: A23-00005

Subject Property

South of and adjacent to Malabar Road NW, in the vicinity west of the intersection of St. Johns Heritage Parkway NW and Malabar Road NW

MAP OF SURVEY
CERTIFICATE OF AUTHORIZATION L.B. 6426



SURVEYORS NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, RESTRICTION OR ANY OTHER EASEMENT OR OTHER INFORMATION IS DESIRED, SHOULD BE OBTAINED BY A QUALIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
2. AGLIGHEERS SHOWN HAVE NOT BEEN SURVEYED.
3. DRAWINGS ARE NOT TO BE RELIED UPON FOR SCALE PURPOSES.
4. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES AND ARE REFERENCED TO U.S. STANDARD MEASURE (U.S. SURVEY FOOT).
5. PURSUANT TO FLORIDA LAW (F.A.C. 61G17-6. 021(1)) THIS SURVEY IS BASED ON A CLOSED TRAVERSE.
6. USE ONLY PROPERTY CORNERS FOR CONSTRUCTION OF FENCES AND OTHER IMPROVEMENTS.
7. ONLY OPEN AND NOTORIOUS EVIDENCE OF EASEMENTS AND RIGHT-OF-WAYS ARE LOCATED HEREON. THIS SURVEY HAS NOT LOCATED ANY UNDERGROUND UTILITIES OR FOUNDATIONS WHICH MAY EXISTS.
8. LEGAL DESCRIPTION AS SHOWN WAS PROVIDED VERBALLY BY CLIENT.
9. ELEVATIONS BASED ON ____ 50.00' ASSUMED AT ____ NATIONAL GEODETIC VERTICAL DATUM OF 1929 (FARMER B.M. ____ ELEVATION ____ AND ARE EXPRESSED IN FEET AND DECIMAL THEREOF
10. BEARING BASED ON THE NORTH LINE OF SEC. 5/29/36 BEING N 89°44'34"E (ASSUMED)
11. PLOT PLANS ARE NOT TO BE USED FOR CONSTRUCTION LAYOUT PURPOSES.
12. LOT DIMENSIONS AND BEARINGS ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.
13. SEPTIC TANK AND WELLS SHOWN ARE APPROXIMATE LOCATIONS AND SHOULD BE FIELD VERIFIED BY CONTRACTOR FOR CORRECT PLACEMENT AND SEPARATION.
14. NORTH ARROW AS SHOWN DOES NOT REPRESENT TRUE NORTH OR GRID NORTH, IT IS FOR APPROXIMATE POSITION ONLY.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.C.P. = PERMANENT CONTROL POINT
R/W = RIGHT-OF-WAY
P.R.M. = PERMANENT REFERENCE MONUMENT
P.I. = POINT OF INTERSECTION
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENT CURVATURE
P.R.C. = POINT OF REVERSE CURVATURE
Δ = DELT. (CENTRAL ANGLE)
L = ARC LENGTH
R = RADIUS
I.D. = ID. IDENTIFICATION
T = TANGENT
CH = CHORD
(M) = MEASURED
(D) = DECLARED
(C) = CALCULATED
P.L. = PLAT
P.U. = PUBLIC-UTILITY
P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EEMT.
F.F.E. = FINISHED FLOOR ELEV.
F.P.L. = FLORIDA POWER AND LIGHT
RES. = RESIDENCE
CBS = CONCRETE BLOCK
C.B.S. = CONCRETE BLOCK & STUCCO
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
S = SOUTH OR WEST
N = NORTH OR EAST
DIAG = DIAGONAL
ELEV. = ELEVATION
CONC. = CONCRETE
APPROX. = APPROXIMATE
ESMT. = EASEMENT
B.M. = BENCH MARK
R.R. = RAILROAD
ASPH = ASPHALT
FND. = FOUND
B.F.E. = BASEMENT FLOOR ELEVATION
G.F.E. = GARAGE FLOOR ELEVATION
F.F.E. = FINISHED FLOOR ELEVATION
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
D.B. = DEED BOOK
W.F. = WOOD FENCE
P.V.C. = POLYVINYLCHLORIDE
C.M.P. = CORRUGATED METAL PIPE
R.C.P. = REINFORCED CONCRETE PIPE
N.R. = NON RADIAL
D.E.P. = DEPT. OF ENVIRONMENTAL PROTECTION
= WATER METER
= ELECTRIC METER
= SANITARY SEWER MANHOLE
= STORM SEWER MANHOLE
= SOUTHERN BELL MANHOLE
= UNDER MAIN POOF
= SOUTHERN BELL BOXX
= CABLE TELEVISION BOXX
= BACK-FLOW PREVENTER
= CLEAN-OUT
= WATER VALVE
= FIRE HYDRANT
= POWER POLE
= LIGHT POLE
= GUY ANCHOR
FENCE
OVERHEAD WIRE
OVERGROWN
= 1/2 IRON MARKER FOUND NO I.D.
= 1/2" IRON ROD WITH PLASTIC CAP MARKED "L.B. 6426" SET
= 4"x 4" CONC. MONUMENT FOUND I NO I.D.
= 4"x 4" CONC. MONUMENT MARKED "L.B. 6426" SET
= NAIL & DISK FOUND
= NAIL & DISK MARKED "L.B. 6426" SET
= IRON ROD PREVIOUSLY SET
= CONC. MONUMENT PREVIOUSLY SET
= NAIL & DISK PREVIOUSLY SET
= NAIL & TACK SET
= RAILROAD SPIKE FOUND

LEGAL DESCRIPTION: A portion of the Northeast one-quarter of Section 5, Township 29 South, Range 36 East, Brevard County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 5, Township 29 South, Range 36 East and run S 89 degrees 44 minutes 34 seconds W along the North line of said Section 5, Township 29 South, Range 36 East a distance of 660.02 feet to the West line of the East one-half of the Northeast one-quarter of the Northeast one-quarter; thence run S 00 degrees 00 minutes 02 seconds E along said West line a distance of 33.00 feet to the Point of Beginning of the herein described parcel, said point also being on the South right of way line of Malabar Road (a 66 ft. wide right of way); thence continue S 00 degrees 00 minutes 02 seconds E along said West line a distance of 674.13 feet; thence S 89 degrees 44 minutes 34 seconds W a distance of 843.25 feet; thence run N 00 degrees 00 minutes 02 seconds W a distance of 674.13 feet to the said South right of way line of Malabar Road; thence run N 89 degrees 44 minutes 34 seconds E along said South right of way line a distance of 843.25 feet to the Point of Beginning. Containing 13.05 acres, more or less.

ACCORDING TO MAP NO. 12009C0580F, PANEL 580 OF 727, DATED APRIL 3, 1989, THIS PROPERTY LIES IN FLOOD ZONE AE, BASE FLOOD ELEVATION OF 21.0 FEET.

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP
© COPYRIGHT 2000 SMITH SURVEYING AND MAPPING, INC.
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SMITH SURVEYING & MAPPING, INC.
1980 LIPCOMB STREET, SUITE 8 PALM BAY, FLORIDA 32905
Email(407)724-9842 Radio Page(407)288-3228 Fax(407)951-4879

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

KEVIN A. SMITH, P.S.M.
FLA. CERT. NO. 4487

CERTIFIED TO: CITY OF PALM BAY UTILITIES DEPARTMENT

TYPE	SURVEY DATE	JOB NUMBER	CK. BY
BOUNDARY SURVEY	AUGUST 10, 2000	00-1096.000	
DRAWN BY: R. WOOD KEESEE		SCALE: 1" = 60'	

Nicholas F. Tsamoutales, PA
1900 Palm Bay Rd NE, Ste. G.
Palm Bay, FL 32905

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
John W. Williams, Esquire
St. Johns River Water Management District
P.O. Box 1429
Palatka, Florida 32178-1429

CFN:2002049260 02-27-2002 08:32 am
OR Book/Page: 4537 / 0422

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 13th day of February, 2002, by the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 ("Grantor") to the **CITY OF PALM BAY, FLORIDA,** a municipal subdivision of the State of Florida, whose mailing address is 120 Malabar Road SE, Palm Bay, Florida 32907 ("Grantee"):

(Wherever used herein the terms "Grantors" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that the Grantor, for and in consideration of the sum of $10.00, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brevard, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY
REFERENCE MADE A PART HEREOF.

GRANTOR represents that Grantor has never resided on the above-described property and such property does not now, nor has it ever, constituted the constitutional homestead of the Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

THIS INSTRUMENT IS EXEMPT FROM STATE DOCUMENTARY STAMP TAX PURSUANT TO SECTION 12B-4.014(11), FLORIDA ADMINISTRATIVE CODE.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

DUANE L. OTTENSTROER
CHAIRMAN

(SEAL)

ATTEST:

ROBERT CLAY ALBRIGHT, SECRETARY

CFN:2002049260
OR Book/Page: 4537 / 0423

STATE OF FLORIDA
COUNTY OF PUTNAM

PERSONALLY APPEARED, before me the undersigned authority, Duane L. Ottenstroer, personally known to me and known to me to be the Chairman of the Governing Board of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, and acknowledged before me that he executed the foregoing document on behalf of the Governing Board of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, as its true act and deed and that he was authorized to do so.

WITNESS my hand and official seal in the State and County last aforesaid this 13th day of February, 2002.

Sandra L Bertram
NOTARY PUBLIC
Print Name: Sandra L Bertram

Sandra L. Bertram
MY COMMISSION # DD083638 EXPIRES
January 29, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF PUTNAM

PERSONALLY APPEARED, before me the undersigned authority, Robert Clay Albright, personally known to me and known to me to be the Secretary of the Governing Board of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, and acknowledged before me that he executed the foregoing document on behalf of the Governing Board of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, as its true act and deed and that he was authorized to do so.

WITNESS my hand and official seal in the State and County last aforesaid this 13th day of February, 2002.

Sandra L Bertram
NOTARY PUBLIC
Print Name: Sandra L Bertram

Sandra L. Bertram
MY COMMISSION # DD083638 EXPIRES
January 29, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CFN:2002049260
OR Book/Page: 4537 / 0424

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of the Northeast one-quarter of Section 5, Township 29 South, Range 36 East, Brevard County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 5, Township 29 South, Range 36 East and run S 89°43'55" W along the North line of said Section 5, Township 29 South, Range 36 East a distance of 571.24 feet; thence run S 00°00'50" E, a distance of 33.00 feet to the Point of Beginning of the herein described parcel, said point also being on the South right of way line of Malabar Road (a 66 ft. wide right of way); thence continue S 00°00'50" E, a distance of 674.13 feet; thence S 89°43'55" W a distance of 843.25 feet; thence run N 00°00'50" W a distance of 674.13 feet to the said South right of way line of Malabar Road; thence run N 89°43'55" E along said South right of way line a distance of 843.25 feet to the Point of Beginning. Containing 13.05 acres, more or less.

Project Details: A23-00005

Project Type: **Annexation**

Project Location:	**Palm Bay, FL**
Milestone:	**Submitted**
Created:	**9/7/2023**
Description:	**City Owned Parcel (Diaz Land Swap)**
Assigned Planner:	**Tania Ramos**

Contacts

Contact	Information
Legal Representative	
Owner/Applicant	120 Malabar Road SE Palm Bay, FL 32907 (321) 733-3042 jesse.anderson@palmbayflorida.org
Submitter	Tania Ramos 120 Malabar Road SE Palm Bay, FL 32907 (321) 733-3042 tania.ramos@palmbayflorida.org
Assigned Planner	Tania Ramos FL tania.ramos@palmbayflorida.org

Fields

Field Label	Value
Is Submitter the Representative?	False
Purpose for Seeking Petition	Annexation for land swap
Parcel Numbers	29-36-05-00-3
Preliminary Development Submitted?	False
Tax Account Numbers	2961562
Zoning Amendment Application Number	
Future Land Use Application Number	

Project Details: A23-00005

Voluntary Annexation?	False
Total Acreage	
Preliminary Development App Number	
Zoning Amendment App Submitted?	False
Number of Properties	
Future Land Use App Submitted?	False
Ordinance Number	
Routing Date	
Legal Ad Date 2	
Legal Ad Date 3	
DEO Submittal Date	
Legal Ad Date 1	
County Ad Sent Date	

ORDINANCE 2023-95

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF AND ADJACENT TO MALABAR ROAD, IN THE VICINITY SOUTHWEST OF ST. JOHNS HERITAGE PARKWAY AND WEST OF MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL 7, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FILING A COPY OF THE ORDINANCE WITH THE BREVARD COUNTY CLERK OF THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF BREVARD COUNTY, AND THE STATE OF FLORIDA DEPARTMENT OF STATE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay has petitioned the City Council of the City of Palm Bay to voluntarily annex the herein described property, and

WHEREAS, said property is situated in an unincorporated area of Brevard County and is contiguous to the present boundary of the City of Palm Bay, and

WHEREAS, said property is reasonably compact and annexation of it would not result in the creation of an enclave, and

WHEREAS, the City Council of the City of Palm Bay desires to annex said property into the City of Palm Bay.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. In accordance with the provisions of Section 171.044, Florida Statutes, the following described parcel of real property being situated in the County of Brevard, State of Florida, and being contiguous to the existing corporate limits and boundaries of the City of Palm Bay, and being reasonably compact, and creating no enclaves is hereby annexed, established, organized into and made a part of the City of Palm Bay:

Commence at the Northeast corner of said Section 5, Township 29 South, Range 36 East and run S 89°43'55" W along the North line of said Section 5, Township 29 South, Range 36 East a distance of 571.24 feet; thence run S 00°00'50" E, a distance of 33.00 feet to the Point of Beginning of the herein described parcel, said point also being on the South right of way line of Malabar Road (a 66 ft. wide right of way); thence continue S 00°00'50" E, a distance of 674.13 feet; thence S 89°43'55" W a distance of 843.25 feet; thence run N 00°00'50" W a distance of 674.13 feet to the said South right of way line of Malabar Road; thence run N 89°43'55" E along said South right of way line a distance of 843.25 feet to the Point of Beginning; containing 13.05 acres, more or less.

SECTION 2. The corporate limits and boundary lines of the City of Palm Bay, Brevard County, Florida, shall be redefined so as to include therein the above-described parcel hereby annexed.

SECTION 3. The parcel of property to be annexed is hereby depicted on the attached map which, by reference, is incorporated herein as Exhibit ‘A’.

SECTION 4. This ordinance of annexation has been noticed, by reference, once a week for two consecutive weeks in a newspaper of general circulation in the County of Brevard, Florida, prior to its adoption.

SECTION 5. The City Clerk shall file a copy of this ordinance with the Brevard County Clerk of the Circuit Court, the Chief Administrator of Brevard County, and the State of Florida Department of State.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 7. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions

of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 8. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2023- , held on , 2023; and read in title only and duly enacted at Meeting 2023- , held on , 2023.

_____
Rob Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: City of Palm Bay
Case: A23-00005

cc: Brevard County Recording
Applicant
Case File

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Larry Wojciechowski, Finance Director**

DATE: **11/14/2023**

RE: **Ordinance 2023-102, amending the Fiscal Year 2022-2023 budget by appropriating and allocating certain monies (fifth/final budget amendment), final reading.**

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

Summary of the proposed budget amendment:

General Fund (001)

Revenues – Total $13,645
• Recognize COVID-19 FEMA Public Assistance (PA) Reimbursement - General Fund portion – $13,645.

Expenditures – Total $130,275
• Appropriate funding for Task Order 23-07-IS with Infrastructure Solution Services for the Indian River Lagoon Basin Management Action Plan Onsite Sewage Treatment and Disposal System Remediation Plan Regulatory Assistance Services; approved by City Council 09/07/2023 - $92,160.
• Appropriate COVID-19 FEMA Public Assistance (PA) Reimbursements to the COVID expenditure project (20EM01) – $13,645.
• Emergency Purchase: appropriate funding to the Building Security project (22PK10) for surveillance camera replacements located at the Police Department Headquarters; approved by City Council 09/07/2023 – $28,064.
• FY 2023 Year-End Project Closures – Total ($3,594)
22PK01 – Scoreboard Replacements ($1,544)
22ED01 – Kilmer/2901 PB Rd. NE ($2,050)

CDBG Fund (112)

Revenues – Total $671,636
• Substantial Amendment: Record incoming transfer from the NSP Fund (123) for allocations to the Wichita Sidewalk @ Babcock to San Filippo project (23PW05) $171,636 and the Eldron Sidewalks @ San Filippo to Diane project (23PW06) $500,000; approved by City Council 09/07/2023 – $671,636.

Expenditures – Total $320,118
• Substantial Amendment: Allocate funding to the Wichita Sidewalk @ Babcock to San Filippo project (23PW05) $171,636, and the Eldron Sidewalks @ San Filippo to Diane project (23PW06) $500,000; approved by City Council 09/07/2023 – $671,636.
• FY 2023 Year-End Project Closures – Total ($351,518)
22FD09 – Fire Engine #7 (Ladder 7) ($256,731)
23FD02 – Air Trailer $3,491
23FD03 – Engine Radios Stations 1, 2, 3, & 5 ($3,266)
23FD05 – District Chief Vehicle ($95,000)
23FD06 – Radio Headset 1, 2, & 3 ($12)

NSP Fund (123)

Expenditures – Total $671,636
• Substantial Amendment: Transfer funding to the Community Development Block Grant (CDBG) Fund (112) for the allocation of funding to the Wichita Sidewalk @ Babcock to San Filippo project (23PW05) $171,636, and the Eldron Sidewalks @ San Filippo to Diane project (23PW06) $500,000; approved by City Council 09/07/2023 – $671,636.

Fire Impact Fee Fund – Nexus 32907 (188)

Expenditures – Total $64,550
• Appropriate funding for the purchase of Emergency Medical Service (EMS) equipment for Squad #2, totaling, $59,850, including one (1) Lifepak 15, one (1) Lucas Device, and one (1) Video Laryngoscope; and one (1) new Extractor for Fire Station #3 totaling $4,700; approved by City Council 08/17/2023 – Total $64,550.

Transportation Impact Fee Fund – Nexus 32907 (197)

Expenditures – Total ($16,501)
• Appropriate funding for to the Emerson @ SJHP Intersection project (23PW02) for Supplemental No. 1 to Task Order 14 (Consor Engineers) for the traffic signal lighting assessments; approved by City Council 09/07/2023 – Total $12,008.
• FY 2023 Year-End Project Closures – Total ($28,509)
22PW04 – Emerson @ Glencove Widening ($28,509)

2019 G.O. Road Program Fund (309)

Expenditures – Total ($1,402,061)
• FY 2023 Year-End Project Closures – Total ($1,402,061)
22GO01 – Driskell Heights Paving ($74,831)
22GO02 – Florida Ave. Paving ($60,792)
22GO03 – Farview Subdivision Paving ($50,494)
22GO11 – Unit 30 Paving ($1,076,268)
22GO14 – Emerson Paving Amador Jupiter ($139,676)

2023 G.O. Bond Fund (312)

Revenues – Total $51,286,470
• Record the 2023 General Obligation (G.O.) Bond proceeds; approved by Council 08/03/2023 via Resolution 2023-22 – $51,286,470.

Expenditures – Total $223,309
• Record 2023 G.O. Bond issuance costs $223,309; the remaining funding will be added to reserves and appropriations for each road improvement project will be appropriated via future budget amendments per Legislative Memo approvals - $223,309.

<u>Utilities Operating Fund (421)</u>

Revenues – Total $6,954
• Recognize COVID-19 FEMA Public Assistance (PA) Reimbursement – Utilities Operating Fund portion – $6,954.

Expenditures – Total $814,094
• Appropriate COVID-19 FEMA Public Assistance (PA) Reimbursements to the COVID expenditure project (20EM01) – $6,954.
• Transfer funding to the Utilities Renewal & Replacement Fund (424) for the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21); approved by City Council 09/07/2023 - $1,003,519.
• FY 2023 Year-End Project Closures – Total ($196,379)
    17WS13 – NRWWTP Clarifier 2 Construction ($120,805)
    17WS16 – WRF Denitrification Project ($12)
    20WS05 – NR Aggregate Storage Facility ($30,000)
    22WS03 – Upgrade Microsoft SQL SW ($630)
    22WS09 – 22WS09 SRWTP Spare Chemical Pump ($3,238)
    22WS29 – Sandy Pines Meter Install ($41,694)

<u>Utilities Connection Fee Fund (423)</u>

Expenditures – Total ($572,000)
• FY 2023 Year-End Project Closures – Total ($572,000)
    22WS15 – 12" Water Main Extension ($191,000)
    22WS16 – 20" Force Main Extension ($381,000)

<u>Utilities Renewal & Replacement Fund (424)</u>

Revenues – Total $1,003,519
• Record incoming transfer from the Utilities Operating Fund (421) for the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21); approved by City Council 09/07/2023 - $1,003,519.

Expenditures – Total $1,020,449
• Appropriate funding to the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21); approved by City Council 09/07/2023 - $1,003,519.
• Emergency Procurement: open and appropriate funding to the North Regional Wastewater Treatment Plant (NRWWTP) Clarifier No. 1 Drive Mechanism Repair project (23WS22); approved by City Council 09/19/2023 - $185,286.
• FY 2023 Year-End Project Closures – Total ($168,356)
    19WS17 – Rehabilitation of Well 10 ($7,399)
    21WS20 – NRWTP Actuators-Clearwell ($50,000)
    22WS20 – SRWTP Micron Filter Lines ($39,000)
    22WS22 – Lift Station #2 Rehab ($2,613)
    22WS25 – NRWRF Blower Optimization ($69,000)

23WS18 – Sr. Admin A/C Replacement ($344)

Stormwater Utility Fund (461)

Revenues – Total $73,947
• Record insurance claim revenue received for damages sustained to one (1) Excavator (Public Works Department) – $37,119.
• Record insurance claim revenue received for damages sustained to one (1) Excavator (Public Works Department) – $36,828.

Expenditures – Total $453,834
• Appropriate funding, received via insurance claim revenue, for repairs to damaged Excavators – $73,947.
• Appropriate funding for the purchase of one (1) Vactor "Vac" Truck, one (1) Ford F-150 Utility Truck and required accessories for transport; approved by City Council 09/07/2023 – $602,006.
• FY 2023 Year-End Project Closures – Total ($222,119)
22SU07 – Pipe Replacement NE Area Knecht ($45,519)
20SU27 – Pipe Replacement NE Area ($117,233)
23SU12- Bass Pro Emergency Repair ($59,367)

Solid Waste Fund (471)

Expenditures – Total $578,000
• Appropriate additional funding for the Republic Service September billing/invoice; approved by Council 09/19/2023 – $578,000.

Fleet Services Fund (521)

Expenditures – Total ($2,092)
• FY 2023 Year-End Project Closures – Total ($2,092)
22FD04 – Fire Engine St. 2 $467
22PK08 – Fuel Pump Cover Structure ($2,591)
22PW12 – Fleet Building Repairs $32

FY 2023 Year-End Close-Out
A fiscal year-end close-out review of each fund, department, division by category and general ledger accounts reflecting a deficit of $2,500 or greater was completed by the Finance Department. In addition to the previously stated summary of proposed budget amendments, revenue and expenditure appropriations are recorded to account for the following:

• Additional revenues generated exceeding the initially budgeted amount.
• Unbudgeted expenditures (personnel, operating, contributions, transfers and/or capital account line items) exceeding the initially budgeted amount not covered in the expenditure category total.

Please refer to the attached Exhibit B for a detailed breakdown of each department and fund year-end close-out appropriations.

REQUESTING DEPARTMENT:
Finance

FISCAL IMPACT:
Please refer to Exhibit A for Fiscal Impact.

RECOMMENDATION:
Motion to adopt by Ordinance the FY 2023 fifth, and final, Budget Amendment.

ATTACHMENTS:

Description

Exhibit A - FY 23 BA #5 Appropriations
Exhibit B - FY 2023 Year-End Close-Out
Ordinance 2023-102

	Revenues	Expenditures
General Fund (001)		
COVID-19 FEMA Public Assistance (PA) Reimbursement (20EM01)	13,645	13,645
Task Order 23-07-IS for Indian River Lagoon Basin Management Action Plan		92,160
Emergency Purchase - Building Security project (22PK10) for surveillance camera replacements		28,064
Exhibit B - FY 2023 Budget Year-End True-Ups	59,890	59,890
FY 2023 Year-End Project Closures		(3,594)
Undesignated Fund Balance	116,630	
Fund Subtotal	**190,165**	**190,165**
Palm Bay Municipal Foundation Fund (103)		
Exhibit B - FY 2023 Budget Year-End True-Ups	24,000	24,000
Fund Subtotal	**24,000**	**24,000**
CDBG Fund (112)		
Substantial Amendment - Incoming transfer of funding for 23PW05 & 23PW06 from the NSP Fund (123)	671,636	
Substantial Amendment - Wichita Sidewalk @ Babcock to San Filippo project (23PW05) $171,636; Eldron Sidewalks @ San Filippo to Diane project (23PW06) $500,000		671,636
FY 2023 Year-End Project Closures		(351,518)
Undesignated Fund Balance	(351,518)	
Fund Subtotal	**320,118**	**320,118**
NSP Fund (123)		
Substantial Amendment - Transfer funding to the CDBG Fund (112) - Wichita Sidewalk @ Babcock to San Filippo project (23PW05) $171,636; Eldron Sidewalks @ San Filippo to Diane project (23PW06) $500,000		671,636
Undesignated Fund Balance	671,636	
Fund Subtotal	**671,636**	**671,636**
ARPA Fund (128)		
Exhibit B - FY 2023 Budget Year-End True-Ups	25,000	25,000
Fund Subtotal	**25,000**	**25,000**
Donations Fund (131)		
Exhibit B - FY 2023 Budget Year-End True-Ups	21,000	21,000
Fund Subtotal	**21,000**	**21,000**
Environmental Fee Fund (161)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
Fund Subtotal	**0**	**0**
Fire Impact Fee Fund – Nexus 32907 (188)		
Emergency Medical Service (EMS) equipment for Squad #2 $59,850 & one (1) new Extractor for Fire Station #3 $4,700		64,550
Undesignated Fund Balance	64,550	
Fund Subtotal	**64,550**	**64,550**

	Revenues	Expenditures
Transportation Impact Fee Fund – Nexus 32907 (197)		
Emerson @ SJHP Intersection project (23PW02) for Supplemental No. 1 to Task Order 14 (Consor Engineers)		12,008
FY 2023 Year-End Project Closures		(28,509)
Undesignated Fund Balance	(16,501)	
Fund Subtotal	**(16,501)**	**(16,501)**
Transportation Impact Fee Fund – Nexus 32909 (199)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
Fund Subtotal	**0**	**0**
2004 Pension Bonds Fund (214)		
Exhibit B - FY 2023 Budget Year-End True-Ups	5	5
Fund Subtotal	**5**	**5**
2013 Pension Bonds Fund (221)		
Exhibit B - FY 2023 Budget Year-End True-Ups	335	335
Fund Subtotal	**335**	**335**
2015 Franchise Fee Note Fund (223)		
Exhibit B - FY 2023 Budget Year-End True-Ups	15	15
Fund Subtotal	**15**	**15**
2015 Sales Tax (Sales Tax Portion) Fund (224)		
Exhibit B - FY 2023 Budget Year-End True-Ups	377	377
Fund Subtotal	**377**	**377**
2016 Franchise Fee Revenue Refunding Note Fund (226)		
Exhibit B - FY 2023 Budget Year-End True-Ups	731	731
Fund Subtotal	**731**	**731**
2018 LOGT Note Fund (227)		
Exhibit B - FY 2023 Budget Year-End True-Ups	10	10
Fund Subtotal	**10**	**10**
2019 G.O. Bonds Fund (228)		
Exhibit B - FY 2023 Budget Year-End True-Ups	3,300	3,300
Fund Subtotal	**3,300**	**3,300**
2019 TSO Bonds Fund (229)		
Exhibit B - FY 2023 Budget Year-End True-Ups	340	340
Fund Subtotal	**340**	**340**
2020 Revenue Refunding Note Fund (230)		
Exhibit B - FY 2023 Budget Year-End True-Ups	424	424
Fund Subtotal	**424**	**424**
2021 G.O. Bonds Fund (231)		
Exhibit B - FY 2023 Budget Year-End True-Ups	300	300
Fund Subtotal	**300**	**300**

	Revenues	Expenditures
2019 G.O. Bond Fund (309)		
FY 2023 Year-End Project Closures		(1,402,061)
Undesignated Fund Balance	(1,402,061)	
Fund Subtotal	**(1,402,061)**	**(1,402,061)**
2023 G.O. Bond Fund (312)		
2023 General Obligation (G.O.) Bond proceeds	51,286,470	
2023 G.O. Bond issuance costs		223,309
Reserves		51,063,161
Fund Subtotal	**51,286,470**	**51,286,470**
Utlities Operating Fund (421)		
COVID-19 FEMA Public Assistance (PA) Reimbursement (20EM01)	6,954	6,954
Transfer funding to the Utilities Renewal & Replacement Fund (424) for the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21)		1,003,519
Exhibit B - FY 2023 Budget Year-End True-Ups	621	621
FY 2023 Year-End Project Closures		(196,379)
Undesignated Fund Balance	807,140	
Fund Subtotal	**814,715**	**814,715**
Utilities Connection Fee Fund (423)		
FY 2023 Year-End Project Closures		(572,000)
Undesignated Fund Balance	(572,000)	
Fund Subtotal	**(572,000)**	**(572,000)**
Utlities Renewal & Replacement Fund (424)		
Incoming transfer of funding from the Utilities Operating Fund (421) for the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21)	1,003,519	
Reserves		1,003,519
Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21)		1,003,519
Emergency Procurement - North Regional Wastewater Treatment Plant (NRWWTP) Clarifier No. 1 Drive Mechanism Repair project (23WS22)		185,286
FY 2023 Year-End Project Closures		(168,356)
Undesignated Fund Balance	1,020,449	
Fund Subtotal	**2,023,968**	**2,023,968**
20 Bond Construction Fund (434)		
Exhibit B - FY 2023 Budget Year-End True-Ups	52,320	52,320
Fund Subtotal	**52,320**	**52,320**
Building Fund (451)		
Exhibit B - FY 2023 Budget Year-End True-Ups	17,000	17,000
Fund Subtotal	**17,000**	**17,000**

	Revenues	Expenditures
Stormwater Utility Fund (461)		
Insurance claim Check #455823 - damages sustained to one (1) Excavator	37,119	37,119
Insurance claim Check #454664 - damages sustained to one (1) Excavator	36,828	36,828
One (1) Vactor "Vac" Truck, one (1) Ford F-150 Utility Truck & required accessories for transport		602,006
Exhibit B - FY 2023 Budget Year-End True-Ups	46,000	46,000
FY 2023 Year-End Project Closures		(222,119)
Undesignated Fund Balance	379,887	
Fund Subtotal	**499,834**	**499,834**
Solid Waste Fund (471)		
Republic Service September billing/invoice		578,000
Undesignated Fund Balance	578,000	
Fund Subtotal	**578,000**	**578,000**
Employee Health Insurance Fund (511)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
Fund Subtotal	**0**	**0**
Risk Management Fund (512)		
Exhibit B - FY 2023 Budget Year-End True-Ups	35,565	35,565
Fund Subtotal	**35,565**	**35,565**
Other Employee Benefits Fund (513)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
Fund Subtotal	**0**	**0**
Fleet Services Fund (521)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
FY 2023 Year-End Project Closures		(2,092)
Undesignated Fund Balance	(2,092)	
Fund Subtotal	**(2,092)**	**(2,092)**
Total	**54,637,524**	**54,637,524**

FY 2023 Fifth Budget Amendment

Exhibit B

FY 2023 Year-End Close-Out Appropriations – Budget Amendment #5

GENERAL FUND (001)			REVENUES	EXPENDITURES
GENERAL FUND/REVENUE	001-0000-381.16-01	FROM ENV FEE FUND	24,588	
GENERAL FUND/REVENUE	001-0000-392.10-01	UNDESIGNATED	(24,588)	
GENERAL FUND/REVENUE	001-0000-381.15-21	TSF FROM OTHER FUNDS / FROM FLEET SERVICES FUND	59,890	
POLICE	001-5011-521.64-03	LIGHT VEHICLES		59,890
LEGISLATIVE	001-1110-511.12-10	FULL-TIME SALARIES/WAGES		(46,000)
LEGISLATIVE	001-1110-511.15-20	LONGEVITY		11,000
LEGISLATIVE	001-1110-511.22-13	RETIREMENT - FRS		35,000
CITY MANAGER'S OFFICE	001-1210-512.12-10	FULL-TIME SALARIES/WAGES		(18,312)
CITY MANAGER'S OFFICE	001-1210-512.15-33	EMERGENCY PAY		3,732
CITY MANAGER'S OFFICE	001-1210-512.18-10	VEHICLE ALLOWANCE		14,580
PROCUREMENT	001-1510-513.12-10	FULL-TIME SALARIES/WAGES		(12,500)
PROCUREMENT	001-1510-513.13-10	PART-TIME WAGES		7,500
PROCUREMENT	001-1510-513.15-20	LONGEVITY		5,000
FINANCE	001-2010-513.12-10	FULL-TIME SALARIES/WAGES		(5,000)
FINANCE	001-2010-513.15-20	LONGEVITY		5,000
FINANCE	001-2011-513.12-10	FULL-TIME SALARIES/WAGES		(10,000)
FINANCE	001-2011-513.13-10	PART-TIME WAGES		4,000
FINANCE	001-2011-513.15-20	LONGEVITY		6,000
FINANCE	001-2010-513.51-01	OFFICE SUPPLIES		(181)
FINANCE	001-2010-513.51-05	FURNITURE/EQUIP <$5,000		181
INFORMATION TECHNOLOGY	001-2310-519.12-10	FULL-TIME SALARIES/WAGES		(23,538)
INFORMATION TECHNOLOGY	001-2310-519.15-20	LONGEVITY		16,000
INFORMATION TECHNOLOGY	001-2310-519.15-33	EMERGENCY PAY		7,538
HUMAN RESOURCES	001-2510-513.31-33	IN-HOUSE TRAINING		(16,000)
HUMAN RESOURCES	001-2510-513.54-03	LICENSES/CERTIFICATES		16,000
GROWTH MANAGEMENT	001-3311-515.12-10	FULL-TIME SALARIES/WAGES		(18,250)
GROWTH MANAGEMENT	001-3311-515.14-10	OVERTIME		5,000
GROWTH MANAGEMENT	001-3311-515.15-20	LONGEVITY		4,750
GROWTH MANAGEMENT	001-3330-529.15-20	LONGEVITY		8,500

FY 2023 Fifth Budget Amendment

Exhibit B

GENERAL FUND (001)			REVENUES	EXPENDITURES
RECREATION	001-4120-572.12-10	FULL-TIME SALARIES/WAGES		(10,000)
RECREATION	001-4120-572.21-10	SOCIAL SECURITY/MEDICARE		10,000
PARKS & FACILITIES	001-4510-519.13-10	PART-TIME WAGES		(17,261)
PARKS & FACILITIES	001-4510-519.14-10	OVERTIME		2,600
PARKS & FACILITIES	001-4510-519.15-33	EMERGENCY PAY		2,661
PARKS & FACILITIES	001-4525-519.13-10	PART-TIME WAGES		12,000
PARKS & FACILITIES	001-4525-519.12-10	FULL-TIME SALARIES/WAGES		(6,456)
PARKS & FACILITIES	001-4525-519.15-33	EMERGENCY PAY		6,456
PARKS & FACILITIES	001-4526-572.12-10	FULL-TIME SALARIES/WAGES		(13,765)
PARKS & FACILITIES	001-4526-572.15-20	LONGEVITY		3,000
PARKS & FACILITIES	001-4526-572.15-33	EMERGENCY PAY		10,765
PARKS & FACILITIES	001-4525-519.46-23	BUILDING REPAIRS & MAINT		(3,000)
PARKS & FACILITIES	001-4525-519.52-20	OPR SUPPLIES/EQUIP <5,000		3,000
POLICE	001-5019-521.40-01	TRAVEL M&IE		5,300
POLICE	001-5011-521.46-22	VEHICLE REPAIR		(5,300)
POLICE	001-5012-521.12-10	FULL-TIME SALARIES/WAGES		(579,519)
POLICE	001-5010-521.13-10	PART-TIME WAGES		5,000
POLICE	001-5010-521.15-20	LONGEVITY		4,000
POLICE	001-5010-521.15-33	EMERGENCY PAY		6,258
POLICE	001-5011-521.15-20	LONGEVITY		2,500
POLICE	001-5011-521.15-33	EMERGENCY PAY		3,684
POLICE	001-5012-521.12-12	COMP TIME USED		145,000
POLICE	001-5012-521.14-10	OVERTIME		240,000
POLICE	001-5012-521.14-11	OFF DUTY DETAIL		55,000
POLICE	001-5012-521.15-33	EMERGENCY PAY		118,077
POLICE	001-5013-521.12-10	FULL-TIME SALARIES/WAGES		(44,133)
POLICE	001-5013-521.15-20	LONGEVITY		6,000
POLICE	001-5013-521.15-33	EMERGENCY PAY		38,133
POLICE	001-5019-521.12-10	FULL-TIME SALARIES/WAGES		(23,697)
POLICE	001-5019-521.15-20	LONGEVITY		2,750
POLICE	001-5019-521.15-33	EMERGENCY PAY		20,947
POLICE	001-5012-521.12-10	FULL-TIME SALARIES/WAGES		(3,000)

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GENERAL FUND (001)			REVENUES	EXPENDITURES
POLICE	001-5025-521.15-20	LONGEVITY		3,000
FIRE	001-6012-522.64-01	MACHINERY AND EQUIPMENT		(118,745)
FIRE	001-6012-522.52-06	TOOLS/EQUIPMENT		118,745
FIRE	001-6012-522.12-10	FULL-TIME SALARIES/WAGES		(875,515)
FIRE	001-6012-522.16-10	HOLIDAY PAY		(50,000)
FIRE	001-6012-522.12-12	COMP TIME USED		54,400
FIRE	001-6012-522.14-10	OVERTIME		585,000
FIRE	001-6012-522.14-30	FLSA / PREMIUM PAY		20,000
FIRE	001-6012-522.15-32	TECHNICAL RESCUE TEAM		23,000
FIRE	001-6012-522.15-33	EMERGENCY PAY		118,015
FIRE	001-6012-522.21-10	SOCIAL SECURITY/MEDICARE		120,000
FIRE	001-6012-522.23-12	CANCER BENEFS FS-112.1816		5,100
PUBLIC WORKS	001-7013-541.12-10	FULL-TIME SALARIES/WAGES		(16,250)
PUBLIC WORKS	001-7013-541.12-12	COMP TIME USED		3,000
PUBLIC WORKS	001-7013-541.14-10	OVERTIME		7,000
PUBLIC WORKS	001-7013-541.15-20	LONGEVITY		3,250
PUBLIC WORKS	001-7013-541.21-12	SOCIAL SECURITY/MEDICARE		3,000
PUBLIC WORKS	001-7017-541.12-10	FULL-TIME SALARIES/WAGES		(3,500)
PUBLIC WORKS	001-7017-541.15-20	LONGEVITY		3,500
PUBLIC WORKS	001-7026-541.12-10	FULL-TIME SALARIES/WAGES		(11,228)
PUBLIC WORKS	001-7026-541.14-10	OVERTIME		4,000
PUBLIC WORKS	001-7026-541.15-20	LONGEVITY		4,500
PUBLIC WORKS	001-7026-541.15-33	EMERGENCY PAY		2,728
PUBLIC WORKS	001-7034-541.12-10	FULL-TIME SALARIES/WAGES		(11,839)
PUBLIC WORKS	001-7034-541.15-20	LONGEVITY		9,000
PUBLIC WORKS	001-7034-541.15-33	EMERGENCY PAY		2,839
GENERAL GOVERNMENT	001-9010-519.49-23	BANK SERVICE FEES		(5,000)
GENERAL GOVERNMENT	001-9010-519.49-14	DEBT SERVICE FEES		(14,506)
GENERAL GOVERNMENT	001-9010-519.49-09	OTHER CURRENT CHARGES		3,000
GENERAL GOVERNMENT	001-9010-519.52-23	DISASTER PREP.HUR.NICOLE (*23EM01)*		16,506
		FUND SUBTOTAL	**59,890**	**59,890**

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PALM BAY MUNICIPAL FOUNDATION FUND (103)			REVENUES	EXPENDITURES
LEGISLATIVE	103-0000-366.10-08	DONATIONS	24,000	
LEGISLATIVE	103-9010-559.31-21	ENGINEERING SERVICES		17,000
LEGISLATIVE	103-9010-559.47-02	MAYOR'S BALL		1,000
LEGISLATIVE	103-9010-559.49-09	OTHER CURRENT CHARGES		1,000
LEGISLATIVE	103-9010-559.49-23	BANK SERVICE FEES		5,000
		FUND SUBTOTAL	**24,000**	**24,000**

ARPA FUND (128)			REVENUES	EXPENDITURES
COMMUNITY & ECONOMIC DEVELOPMENT	128-0000-392.10-01	UNDESIGNATED	25,000	
COMMUNITY & ECONOMIC DEVELOPMENT	128-3414-559.34-12	JANITORIAL SERVICES		25,000
		FUND SUBTOTAL	**25,000**	**25,000**

DONATIONS FUND (131)			REVENUES	EXPENDITURES
POLICE	131-0000-366.50-01	POLICE CONTRIBUTIONS	19,480	
POLICE	131-5070-521.31-15	VETERINARY SERVICES		5,000
POLICE	131-5070-521.40-01	TRAVEL M&IE		7,500
POLICE	131-5070-521.52-01	MISC OPERATING SUPPLIES		1,500
POLICE	131-5070-521.55-01	TRAINING & EDUCATION COST		2,500
FIRE	131-0000-366.50-02	FIRE CONTRIBUTIONS	1,520	
FIRE	131-6070-522.52-01	MISC OPERATING SUPPLIES		3,000
FIRE	131-6070-522.52-38	CITY TRAINING/EVENTS FOOD		1,500
		FUND SUBTOTAL	**21,000**	**21,000**
ENVIRONMENTAL FEE FUND (161)			**REVENUES**	**EXPENDITURES**
GROWTH MANAGEMENT	161-3312-593.99-01	RESERVES		(24,588)
GROWTH MANAGEMENT	161-3112-581.91-01	TO GENERAL FUND		24,588
		FUND SUBTOTAL	**0**	**0**

TRANSPORTATION IMPACT FEE FUND - NEXUS 32909 (199)			REVENUES	EXPENDITURES
PUBLIC WORKS	199-7050-593.99-01	RESERVES		(499,002)
PUBLIC WORKS	199-7050-541.49-09	OTHER CURRENT CHARGES		499,002
		FUND SUBTOTAL	**0**	**0**

2004 PENSION BONDS FUND (214)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	214-2033-513.49-23	BANK SERVICE FEES		5

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2004 PENSION BONDS FUND (214)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	214-0000-392.10-01	UNDESIGNATED	5	
		FUND SUBTOTAL	**5**	**5**

2013 PENSION BONDS FUND (221)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	221-2042-513.73-01	PAYING AGENT FEES		325
FINANCE/DEBT SERVICE	221-2042-513.49-23	BANK SERVICE FEES		10
FINANCE/DEBT SERVICE	221-0000-392.10-01	UNDESIGNATED	335	
		FUND SUBTOTAL	**335**	**335**

2015 FRANCHISE FEE NOTE FUND (223)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	223-2044-513.49-23	BANK SERVICE FEES		15
FINANCE/DEBT SERVICE	223-0000-392.10-01	UNDESIGNATED	15	
		FUND SUBTOTAL	**15**	**15**

2015 SALES TAX (SALES TAX PORTION) FUND (224)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	224-2045-513.73-01	PAYING AGENT FEES		377
FINANCE/DEBT SERVICE	224-0000-392.10-01	UNDESIGNATED	377	
		FUND SUBTOTAL	**377**	**377**

2016 FRANCHISE FEE REVENUE REFUNDING NOTE FUND (226)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	226-2047-517.72-16	LOAN INTEREST		726
FINANCE/DEBT SERVICE	226-2047-513.49-23	BANK SERVICE FEES		5

2016 FRANCHISE FEE REVENUE REFUNDING NOTE FUND (226)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	226-0000-392.10-01	UNDESIGNATED	731	
		FUND SUBTOTAL	**731**	**731**

2018 LOGT NOTE FUND (227)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	227-2048-513.49-23	BANK SERVICE FEES		10
FINANCE/DEBT SERVICE	227-0000-392.10-01	UNDESIGNATED	10	
		FUND SUBTOTAL	**10**	**10**

2019 G.O. BONDS FUND (228)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	228-2049-513.73-01	PAYING AGENT FEES		300
FINANCE/DEBT SERVICE	228-2049-513.49-09	BANK SERVICE FEES		3,000
FINANCE/DEBT SERVICE	228-0000-392.10-01	UNDESIGNATED	3,300	
		FUND SUBTOTAL	**3,300**	**3,300**

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2019 TSO BONDS FUND (229)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	229-2051-513.73-01	PAYING AGENT FEES		330
FINANCE/DEBT SERVICE	229-2051-513.49-23	BANK SERVICE FEES		10
FINANCE/DEBT SERVICE	229-0000-392.10-01	UNDESIGNATED	340	
		FUND SUBTOTAL	**340**	**340**

2020 REVENUE REFUNDING NOTE FUND (230)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	230-2052-517.72-29	2020 SORR NOTE INTEREST		419
FINANCE/DEBT SERVICE	230-2052-513.49-23	BANK SERVICE FEES		5
FINANCE/DEBT SERVICE	230-0000-392.10-01	UNDESIGNATED	424	
		FUND SUBTOTAL	**424**	**424**

2021 G.O. BONDS FUND (231)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	231-2053-513.73-01	PAYING AGENT FEES		300
FINANCE/DEBT SERVICE	231-0000-392.10-01	UNDESIGNATED	300	
		FUND SUBTOTAL	**300**	**300**

UTILITIES OPERATING FUND (421)			REVENUES	EXPENDITURES
UTILITIES	421-0000-392.30-06	FUND BALANCE / UNDESIGNATED	621	
UTILITIES	421-8010-517.73-01	PAYING AGENT FEES		614
UTILITIES	421-8011-536.62-01	BUILDINGS		7
UTILITIES	421-8010-536.12-10	FULL-TIME SALARIES/WAGES		(3,332)
UTILITIES	421-8010-536.15-33	EMERGENCY PAY		3,332
UTILITIES	421-8011-536.12-10	FULL-TIME SALARIES/WAGES		(4,500)
UTILITIES	421-8011-536.12-12	COMP TIME USED		4,500
UTILITIES	421-8014-536.12-10	FULL-TIME SALARIES/WAGES		(27,247)
UTILITIES	421-8014-536.12-12	COMP TIME USED		14,000
UTILITIES	421-8014-536.15-33	EMERGENCY PAY		8,247
UTILITIES	421-8014-536.26-10	TERMINATION BENEFITS		5,000
UTILITIES	421-8017-536.13-10	PART-TIME WAGES		(10,000)
UTILITIES	421-8017-536.15-20	LONGEVITY		(3,000)
UTILITIES	421-8016-536.12-10	FULL-TIME SALARIES/WAGES		(23,000)
UTILITIES	421-8017-536.14-10	OVERTIME		28,000
UTILITIES	421-8017-536.26-10	TERMINATION BENEFITS		8,000

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UTILITIES OPERATING FUND (421)			REVENUES	EXPENDITURES
UTILITIES	421-8020-533.12-10	FULL-TIME SALARIES/WAGES		(18,267)
UTILITIES	421-8020-533.15-33	EMERGENCY PAY		5,267
UTILITIES	421-8020-533.26-10	TERMINATION BENEFITS		13,000
UTILITIES	421-8023-533.12-10	FULL-TIME SALARIES/WAGES		(18,757)
UTILITIES	421-8023-533.12-12	COMP TIME USED		9,000
UTILITIES	421-8023-533.15-33	EMERGENCY PAY		5,257
UTILITIES	421-8023-533.26-11	VACATION PAYOUTS		4,500
UTILITIES	421-8024-533.12-10	FULL-TIME SALARIES/WAGES		(7,170)
UTILITIES	421-8024-533.15-33	EMERGENCY PAY		7,170
UTILITIES	421-8024-533.46-23	BUILDING REPAIRS & MAINT		(4,000)
UTILITIES	421-8024-533.46-31	WELL REHAB/MAINT/REPAIR		4,000
UTILITIES	421-8030-535.12-10	FULL-TIME SALARIES/WAGES		(28,687)
UTILITIES	421-8030-535.12-12	COMP TIME USED		4,000
UTILITIES	421-8030-535.15-33	EMERGENCY PAY		16,187
UTILITIES	421-8030-535.26-10	TERMINATION BENEFITS		8,500

UTILITIES OPERATING FUND (421)			REVENUES	EXPENDITURES
UTILITIES	421-8034-535.12-10	FULL-TIME SALARIES/WAGES		(36,840)
UTILITIES	421-8034-535.13-10	PART-TIME WAGES		22,000
UTILITIES	421-8034-535.15-33	EMERGENCY PAY		7,340
UTILITIES	421-8034-535.26-10	TERMINATION BENEFITS		7,500
UTILITIES	421-8034-535.34-15	OUTSIDE LAB SERVICES		(13,000)
UTILITIES	421-8034-535.52-01	MISC OPERATING SUPPLIES		13,000
		FUND SUBTOTAL	**621**	**621**

20 BOND CONSTRUCTION FUND (434)			REVENUES	EXPENDITURES
UTILITIES	434-0000-392.30-07	FUND BALANCE / UNDESIGNATED	52,320	
UTILITIES	434-8021-533.62-21	PLANT AND FACILITIES *(18WS04)*		52,320
		FUND SUBTOTAL	**52,320**	**52,320**

BUILDING FUND (451)			REVENUES	EXPENDITURES
BUILDING	451-0000-361.10-01	INTEREST INCOME	17,000	
BUILDING	451-3120-524.12-12	COMP TIME USED		6,000

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BUILDING FUND (451)			REVENUES	EXPENDITURES
BUILDING	451-3120-524.15-20	LONGEVITY		3,000
BUILDING	451-3120-524.15-40	CERTIFICATE / LICENSE		3,000
BUILDING	451-3120-524.31-09	INVESTMENT SERVICES		5,000
		FUND SUBTOTAL	**17,000**	**17,000**

STORMWATER UTILITY FUND (461)			REVENUES	EXPENDITURES
PUBLIC WORKS	461-7081-541.12-10	FULL-TIME SALARIES/WAGES		(18,750)
PUBLIC WORKS	461-7081-541.15-20	LONGEVITY		4,750
PUBLIC WORKS	461-7081-541.26-11	VACATION PAYOUTS		14,000
PUBLIC WORKS	461-7082-541.12-10	FULL-TIME SALARIES/WAGES		(8,000)
PUBLIC WORKS	461-7082-541.15-20	LONGEVITY		3,000
PUBLIC WORKS	461-7082-541.26-10	TERMINATION BENEFITS		5,000
PUBLIC WORKS	461-0000-361.10-01	INTEREST INCOME	46,000	
PUBLIC WORKS	461-7082-541.31-09	INVESTMENT SERVICES		4,000
PUBLIC WORKS	461-7082-541.49-22	CREDIT CARD PROCESS FEES		42,000
STORMWATER UTILITY FUND (461)			**REVENUES**	**EXPENDITURES**
PUBLIC WORKS	461-7083-538.12-10	FULL-TIME SALARIES/WAGES		(2,700)
PUBLIC WORKS	461-7083-538.15-14	TRAINER/LEADER		2,700
PUBLIC WORKS	461-7084-541.12-10	FULL-TIME SALARIES/WAGES		(9,000)
PUBLIC WORKS	461-7084-541.15-20	LONGEVITY		3,000
PUBLIC WORKS	461-7084-541.26-12	SICK PAYOUTS		6,000
		FUND SUBTOTAL	**46,000**	**46,000**

EMPLOYEE HEALTH INSURANCE FUND (511)			REVENUES	EXPENDITURES
HUMAN RESOURCES	511-2520-593.99-01	RESERVES		(5,000)
HUMAN RESOURCES	511-2520-519.49-09	OTHER CURRENT CHARGES		5,000
		FUND SUBTOTAL	**0**	**0**

RISK MANAGEMENT FUND (512)			REVENUES	EXPENDITURES
CITY ATTORNEY'S OFFICE	512-0000-369.10-18	WORKERS' COMP INDEMNITY	35,565	
CITY ATTORNEY'S OFFICE	512-1417-519.12-14	WORKERS COMP PAYMENTS		35,565
		FUND SUBTOTAL	**35,565**	**35,565**

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EMPLOYEE HEALTH INSURANCE FUND (511)			REVENUES	EXPENDITURES
HUMAN RESOURCES	513-2531-593.99-01	RESERVES		(36,000)
HUMAN RESOURCES	513-2531-519.45-03	CITY-PAID LIFE INSURANCE		6,000
HUMAN RESOURCES	513-2531-519.45-04	EE PAID LIFE INSURANCE		10,000
HUMAN RESOURCES	513-2531-519.45-06	LONG-TERM DISABILITY		20,000
		FUND SUBTOTAL	**0**	**0**

FLEET SERVICES FUND (521)			REVENUES	EXPENDITURES
PUBLIC WORKS	521-7070-519.12-10	FULL-TIME SALARIES/WAGES		(9,000)
PUBLIC WORKS	521-7070-519.15-20	LONGEVITY		9,000
PUBLIC WORKS	521-7070-519.64-03	LIGHT VEHICLES		(59,890)
PUBLIC WORKS	521-7070-581.91-01	TRANSFERS / TO GENERAL FUND		59,890
		FUND SUBTOTAL	**0**	**0**

ALL FUNDS TOTAL	**287,233**	**287,233**

ORDINANCE 2023-102

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2023 BUDGET BY APPROPRIATING AND ALLOCATING FUNDS IDENTIFIED IN EXHIBIT 'A', CONSISTING OF FOUR (4) PAGES AND INCORPORATED IN ITS ENTIRETY HEREIN; RECOGNIZING THAT SUCH APPROPRIATIONS MUST BE MADE PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF PALM BAY, CHAPTER 35; ADOPTING, RATIFYING, CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay recognizes that non-budgeted items must be appropriated and that such appropriation must be allocated by ordinance, and

WHEREAS, transfers between funds and departments must be approved by City Council, and

WHEREAS, Chapter 35, Finance, Budget, Section 35.035, of the City of Palm Bay Code of Ordinances, provides for the transfer of funds and appropriation of unbudgeted funds.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The City Council, in accordance with the City of Palm Bay, Code of Ordinances, Chapter 35, Finance, Budget, Section 35.035, hereby appropriates the funds as identified in Exhibit 'A'.

SECTION 2. The City Council adopts, ratifies, and approves the appropriations as identified in Exhibit 'A'.

SECTION 3. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2023- , held on , 2023; and read in title only and duly enacted at Meeting 2023- , held on , 2023.

_____
Rob Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Christopher A. Little, P.E.; George Barber, Chief Procurement Officer; Larry Wojciechowski, Finance**

DATE: **11/14/2023**

RE: **Contract: Lead and Copper Rule Revisions Compliance, Service Line Material Inventory and Compliance Planning, Task Order 23-15-WT – Utilities Department (Wade Trim - $302,840); and approve appropriation of funds on the next scheduled budget amendment ($302,840).**

The U.S. Environmental Protection Agency (EPA) established the Lead and Copper Rule (LCR) in 1991 to reduce exposure to lead in drinking water and to protect public health. In 2022, the EPA released the Lead and Copper Rule Revisions (LCRR) establishing new requirements to protect the public from lead and water contamination. As part of the LCRR, public water systems must identify potentially hazardous piping, take the steps to replace the piping, update sampling plans, and communicate contamination risk to the public. The LCRR mandates that all public water systems prepare and maintain an inventory of service line materials by October 16, 2024.

Wade Trim has submitted Task Order 23-15-WT to provide assistance with meeting the LCRR requirements. The services to be provided include a service line inventory, lead service line replacement plan, sampling protocols, preparation of public notices, and application for funding. Staff has reviewed the scope of work and requests council approval to proceed with Task Order 23-15-WT in the amount of $302,840.

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA), the Procurement Department solicited and accepted qualification submittals, under RFQ 36-0-2020/JG, from firms to provide continuing consulting services for water and wastewater engineering services for the Utilities Department. On July 2, 2020 Council approved the award of RFQ 36-0-2020/JG to two firms (ISS and Wade Trim) and authorized City staff to negotiate Master Consultant Agreements. On July 28, 2020 a Master Agreement was executed with Wade Trim. Task Order 23-15-WT is in accordance with the Master Agreement.

The Utilities Department is requesting fund appropriation from Utilities Operating Undesignated Fund Balance in the amount of $302,840.

REQUESTING DEPARTMENT:

Utilities, Finance, Procurement

FISCAL IMPACT:
The total amount for the task order is $302,840. Pending approval of the budget amendment, amount $302,840, from Utilities Operating Undesignated Fund Balance (421-0000-392-3006), funding will be available in the Utilities Department's Operating Fund 421-8013-536-3121.

RECOMMENDATION:
Motion to 1) approve the appropriation of funds on the next scheduled budget amendment, amount $302,840; and 2) authorize the execution of Wade Trim Task Order 23-15-WT for Lead and Copper Rule Revisions Compliance – Service Line Material Inventory and Compliance Planning, against Master Agreement 36-0-2020.

ATTACHMENTS:

Description

Task Order 23-15-WT

DocuSign Envelope ID: 34FC3286-FD4D-4F49-9D0B-F6BB1C660842

CITY OF PALM BAY, FL

LEAD AND COPPER RULE REVISIONS COMPLIANCE - SERVICE LINE MATERIAL INVENTORY AND COMPLIANCE PLANNING

In accordance with City's Master Agreement 36-0-2020 Dated July 28, 2020

October 18, 2023
TASK ORDER NO. 23-15-WT

SECTION I. BACKGROUND

In 2021, the Environmental Protection Agency (EPA) announced next steps to strengthen the regulatory framework on lead in drinking water. Following the agency's review of the Lead and Copper Rule Revisions (LCRR) under Executive Order 13990, EPA concluded that there are significant opportunities to improve the rule to support the overarching goal of proactively removing lead service lines to protect public health. In a Federal Register Notice, EPA announced that the LCRR will go into effect to support near-term development of actions to reduce lead in drinking water. The LCRR requires planning, submittals, and modified procedures for water utilities prior to the compliance date of October 16, 2024.

The City has indicated that they would like assistance with meeting the LCRR requirements as follows:

1. Service Line Inventory
2. Verify Unknown Service Line Material
3. Lead Service Line Replacement (LSLR) Plan and Standard Operating Procedures (SOPs)
4. Update Sampling
5. Revise Sampling Protocols
6. Prepare Sampling Plan for Schools/Daycares
7. Review Corrosion Control Treatment
8. Prepare Public Notifications
9. Application for Funding

Additionally, although not required for compliance until October 16, 2024, the City is seeking to implement procedures for ongoing capital improvements and maintenance work that impacts LSLs, galvanized lines, lead goosenecks, or lead status unknown service lines.

It is anticipated that this Task Order will be the first phase of the multi-phase program. This first phase will focus on data review, development of initial service line material (SLM) inventory, identification of lead service lines (LSL), development of LSLR and SOPs, and development of public notification templates. These activities are necessary before proceeding with the remainder of the program. Upon completion of the first phase of work, subsequent phases may be required, which will be authorized through an amendment to this Task Order or a separate authorization. The City has requested the professional services of

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Wade Trim to develop a plan for compliance with the new LCRR requirements ahead of the initial compliance date.

This task order does not include:

a) Implementation of the validation strategies; however, implementation may be included in a subsequent authorization.
b) A Corrosion Control Treatment (CCT) study, any sample collection or laboratory analysis; however, if recommended, these may be included in a subsequent authorization.
c) Preparation of educational or outreach materials for the public.
d) Any field verifications of existing lead service lines or field location of existing water system infrastructure.

SECTION II. SCOPE OF WORK

Wade Trim agrees to perform the following tasks.

Task 1 – Service Line Material Initial Inventory

a) **Kickoff Meeting**: Wade Trim will schedule a kickoff meeting with City staff following receipt of notice to proceed. Prior to the meeting Wade Trim will issue an agenda including a document request. The meeting will include a review of the available data and a discussion of any data received prior to the meeting. Wade Trim will provide meeting notes following the meeting.

b) **Code Review**: Wade Trim will research plumbing codes, ordinances, meter replacement program data, and purchasing records, as available, to determine materials historically used in the distribution system. Wade Trim will estimate the material using agreed upon assumptions between Wade Trim and the City such as installation date and pipe diameter.

c) **Database Set-up:** Wade Trim will prepare a blank database template for the service line information. The database will include fields for the utility-side material, customer-side material, diameter, installation date, and data sources that can be pulled into the City's GIS system.

d) **Data Incorporation**: The City has approximately 41,000 service points (laterals) currently In GIS. The initial basis of the inventory will use parcel data, billing meter addresses, and GPS points as the information to establish the customer connections. Wade Trim will compile available digital data for both the utility side (public) material and customer (private) side material. Available digital data sources will include City-provided GIS, the City's work order system, meter management system, water main installation dates, County Property Appraiser database, City Building and Permitting database provided by the City. These sources will be used to fill-in the inventory prepared in Task 1.c and identify locations where the material is unknown on both the utility and private side. Although none are currently known within the system, lead goosenecks will also be included in the inventory, where identified in the data, and will

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be assumed wherever galvanized is found. Based on the LCRR, the total number of LSLs in the system will be the sum of:

1) Known LSLs
2) Galvanized service lines that are currently or formerly downstream of a lead pipe (referred to as "galvanized requiring replacement" in the LCRR)
3) Unknown service lines installed prior to a lead ban (either local or federal) that could potentially be lead (referred to as "lead status unknown" in the LCRR)

e) **Data Review Workshop**: This task includes one meeting with City staff to discuss available data sources and request calcifications from the City.

Task 2 – Material Validation Strategies

a) **Draft Strategies:** After completing Task 1, Wade Trim will develop a strategy to reduce the number of "lead status unknown" service lines before October 2024. Wade Trim anticipates several strategies will be considered. Wade Trim will prepare a slide deck discussing the strategies considered and those recommended.

b) **Strategy Review Meeting:** Wade Trim will conduct one meeting with City staff to present and discuss potential material validation strategies.

c) **FDEP Meeting:** Wade Trim will coordinate a meeting with the City and the Florida Department of Environmental Protection (FDEP) LCRR Compliance Specialist to discuss approved verification methods for service line material.

Task 3 – Service Line Material Inventory Memorandum

a) **Draft Memorandum:** Wade Trim will document the initial inventory based on the assumptions developed based on Task 1.b and provide an estimation of which unknown service lines are likely lead and likely not lead with a strategy for verifying the unknown service lines. The sources, assumptions, and methods used for the Initial inventory will be documented in a technical memorandum (TM) along with recommendations and schedule for next steps to validate and refine the SLM inventory. The TM will include a summary of feedback from FDEP. The TM will Include next steps and estimated budget for the Phase 2 tasks related to verification of the SLM inventory.

b) **Review Workshop:** Wade Trim will conduct a workshop with the City to review the draft TM, identify data gaps, and receive City comments.

c) **Final Memorandum:** Wade Trim will address the City's comments and issue a final TM.

Task 4 – Service Line Material Inventory Publication

a) **Publication Method:** 40 CFR 141.84(a)(8) requires utilities to make their inventories public. If the utility serves a population greater than 50,000 the utility is further required to publish the inventory online. Publication can be via cloud-based data sharing, an

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online spreadsheet, an FTP server, or a website. Wade Trim will review the options available to the City, including several packaged software solutions and make a recommendation. The implementation of a software program (Trinnex leadCAST, ESRI Lead Service Line Inventory, etc.) used for managing and tracking progress of the LSL inventory is not Included in this Task Order but can be provided in an amendment to this Task Order or under a separate work authorization at the discretion of the City. Wade Trim will prepare a slide deck discussing the methods considered and those recommended.

b) **Publication Workshop:** Wade Trim will conduct one meeting with City staff to present and discuss potential publication methods.

Task 5 – Public Education and Outreach Planning

a) **Public Notifications:** Wade Trim will develop public notifications for verification efforts of private-side service lines. Wade trim will provide the City with a template for their use in obtaining verification of private-side service lines.

b) **Communication Strategy:** Wade Trim will develop a communication strategy for public education. Wade Trim will prepare a communication strategy for the public and LCRR Compliance Plan and include next steps and estimated budget for the tasks related to public education and outreach. Wade Trim will provide templates for City use in their public education program. Preparation of educational or outreach materials for the public or other outreach activities are not included in this Task Order but may be included in a subsequent phase of the project. Wade Trim will prepare a slide deck outlining the proposed communication strategy.

c) **Workshop:** Wade Trim will facilitate one meeting with representatives of City staff to present and discuss strategies and materials that may need to be developed to communicate with the public about the LCRR and upcoming requirements.

Task 6 – Funding Assistance (Time and Material)

This task will be billed on a time and materials basis.

a) **Funding Sources Identification:** Wade Trim will review and identify current and expected future funding sources to meet various LCRR requirements.

b) **Funding Sources Requirements:** Wade Trim will review statutory and administrative requirements regarding the available funding for the development of the City 's material service line inventory.

c) **Compliance Plan Section:** Wade Trim will prepare a section within the LCRR Compliance Plan, which will include the identification and requirements of current/future funding sources.

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d) **Funding Applications:** Wade Trim will develop project applications, requests for inclusion in the State's SRF Intended Use Plan, and congressional project requests based on the results of the planning efforts in this task.

Task 7 – Lead Service Line SOP

a) **Procedures Workshop:** Wade Trim will meet with the City to discuss which related procedures they will implement prior to the LCRR becoming effective for capital improvements and maintenance work. These are the procedures that impact LSLs, galvanized lines, lead goosenecks, or lead status unknown service lines.

b) **Draft SOPs:** Wade Trim will prepare draft written SOPs in the City 's preferred format for on-going activities including LSLRs, disturbances, or removing goosenecks. SOPs will address:
   1) Procedures for disturbances to lead, galvanized or unknown service lines
   2) Communication to homeowners and renters
   3) Allowing contractors into the home for a materials inspection and replacement
   4) Flushing procedures and flyers
   5) Communication regarding partial LSLRs, if applicable
   6) Follow-up sampling, if applicable
   7) Updating the service line material inventory database

c) **Review Meeting:** Wade Trim will attend one meeting with City staff to discuss and receive feedback on draft SOPs.

d) **Final SOPs:** After the meeting, Wade Trim will incorporate City comments and prepare the final SOPs.

Task 8 – Update Sampling Pool and Sampling Protocols

a) **Sampling Address Verification:** Wade Trim will review the City's historical lead and copper sampling addresses and compare the current sampling pool with service line inventory information from Task 1. The sampling tiers have been reclassified with the revised rule and now require systems with LSLs to sample only homes with LSLs, which means the sampling pool will consist of all 5th-liter samples from LSLs for lead compliance. Current sampling sites that may qualify as Tier 1, 2, or 3 under the new rule will be identified for the current triannual sampling and sampling under the LCRR. The pool will be developed from Tier 1 (single-family LSLs) and Tier 2 (multi-family LSLs). If there are not enough Tier 1 and 2 sites in the system to complete the pool, Tier 3 (galvanized service lines) will be added.

b) **Sampling Plan For Schools And Daycare Centers:** Wade Trim will conduct the following activities for developing a sampling plan for schools and daycare centers:
   1) Prepare a list of elementary schools, licensed daycares and secondary schools that receive water from the City. This list will be compiled through assistance provided to Wade Trim by the City, School Board and/or Health Department through provision of identified and/or licensed facilities. This

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data will be supplemented through an online search utilizing readily available resources.

2) Obtain school and childcare sampling data from the Health Department, If available, and summarize the results
3) Discuss LCRR requirements for childcare center testing with FDEP to determine if existing testing will meet the LCRR requirements or what additional testing will be required.
4) Preparation of an approach to implement the school and daycare sampling.
5) Prepare a slide deck discussing the recommended sampling plan.

c) **School and Daycare Workshops:** Wade Trim will attend one meeting with the City to discuss the school sampling approach and two meetings with select school and/or childcare representatives and the Health Department to introduce and discuss the upcoming changes to lead and copper sampling.

d) **Compliance Plan Sections:** Wade Trim will prepare a section within the LCRR Compliance Plan describing the proposed approach criteria for updating the proposed sampling sites. Wade Trim will prepare a section within the LCRR Compliance Plan describing the proposed approach for sampling in schools and daycares with a roadmap to prepare for January 2025 when the school sampling is required to commence. This may include a recommendation to sample ahead of 2025 at some schools to pilot the program. The plan will include next steps and estimated budget for future tasks related to LCRR compliance sampling and/or school/daycare sampling.

Task 9 – Review Of Corrosion Control Treatment

a) **CCT Review:** Wade Trim will review the City 's current corrosion control treatment (CCT) with consideration of the new LCRR to confirm continued compliance with the LCRR reviewing for completion and providing recommendations for additional analysis. The review will include any previous CCT study reports, provided by the City, for compliance with the LCRR. Wade Trim will review previous lead and copper sampling and distribution system water quality data and provide recommendations for additional analysis or studies if necessary.

b) **Compliance Plan Section:** Wade Trim will prepare a section within the LCRR Compliance Plan with recommendations for additional analysis or studies to comply with the LCRR. The plan will include next steps and estimated budget for the recommendations related to CCT compliance.

Task 10 – LCRR Compliance Plan Document

a) **Draft LCRR Plan TM:** Wade Trim will provide a draft plan for LCRR compliance by compiling the analysis from Tasks 1-9 into a single LCRR Compliance Plan technical memorandum (TM) document. This plan will provide a roadmap for the City to achieve compliance with the LCRR by October 16, 2024.

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b) **Review Meeting:** Wade Trim will attend one meeting with the City to review the comments on the draft LCRR Compliance Plan.

c) **Final LCRR Plan TM:** After receiving comments from and meeting with the City on the draft LCRR Compliance Plan, Wade Trim will provide a final TM incorporating the comments from the City.

Task 11 – Lead Service Line Replacement Plan (LSLRP)

a) **Draft LSLRP TM:** Wade Trim will prepare a draft Lead Service Line Replacement Plan technical memorandum. A LSLRP is required to be completed by October 16, 2024 if LSL, galvanized requiring replacement (GRR), or "lead status unknown" services are found in the inventory. Wade Trim will develop a LSLRP to meet the October 16, 2024, deadline. It is anticipated that the LSLRP will include the following:
    1) A summary of strategies developed for verifying unknown service lines.
    2) A LSL replacement prioritization strategy based on factors such as, but not limited to, areas with highest probability of LSLs, areas with high social vulnerability index scores, areas with ongoing water main replacement programs, areas with upcoming paving programs, areas with high density of children, etc.
    3) Procedures to conduct full LSL replacements for both the utility and customer sides. Replacement procedures will be generic in nature intended to include the majority of LSLs anticipated in the Palm Bay service area. Procedures will include procedures to identify the lines requiring replacement and reporting structure for both public side and private side replacement with both open-trench and trenchless methods.
    4) Identification of local requirements such as permitting and paving requirements. Wade Trim will provide a summary of some of the important requirements identified by the building department, utilities, public works, County, and FDOT that may impact LSL replacements.
    5) Funding strategies, including ways to assist with private-side replacements.
    6) Cost estimates for replacement of LSLs.
    7) Communication strategies for full LSL replacements to encourage homeowners to participate In the replacement program or to pay for their side to be replaced during utility-side replacement.
    8) A proposed annual replacement goal rate in the event of a lead trigger level exceedance.
    9) Information on flushing procedures, filter distribution, and post-replacement sampling.

b) **Review Meeting**: Wade Trim will attend one meeting with the City to review the comments on the draft LSLRP.

c) **Final LSLRP:** Wade Trim will revise the LSLRP based on City comments and prepare a final LSLRP. The Final LSLRP will be submitted to the City and will be provided to FDEP.

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d) **FDEP Coordination:** This task includes one coordination meeting with FDEP and the City to discuss the LSLRP and one revised Final LSLRP based on FDEP comments.

SECTION III: PROJECT REPRESENTATIVES

City of Palm Bay Utilities:	Christopher A. Little, PE 321-952-3410 Christopher.Little@palmbayflorida.org
Wade Trim:	Michael Demko, P.E. 321-249-2147 mdemko@wadetrim.com

SECTION IV: PERMITTING

Permitting will be per the scope of work above.

SECTION V: CITY'S RESPONSIBILITY

The following items are required from the City in order to complete this Task Order:

1) Reasonable access to operations, maintenance, and engineering staff.
2) Copies of available as-built drawings.
3) Copies of available design and construction documents.
4) Copies of available operating reports, maintenance records, and plans.
5) Copies of current related SOPs
6) Water system GIS database with existing lateral lines and meter locations.
7) Centralized Maintenance Management System (CMMS) or workorder documentation for lateral repairs and/or meter replacement noting material and images, if available will be provided by City.
8) Listing of schools and licensed daycares (additional assistance may be required from both the School Board and/or the Health Department.

SECTION VI: DELIVERABLES

All deliverables will be provided in electronic PDF format only unless otherwise noted.

Task 1 – Service Line Material Initial Inventory

- Kick-off meeting notes
- Data review meeting slide deck

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- Data review meeting notes

Task 2 – Material Validation Strategies

- Material Validation meeting slide deck
- Material Validation meeting notes
- FDEP Material Validation meeting notes

Task 3 – Service Line Material Inventory Memorandum

- Draft Memorandum
- Review meeting notes
- Final Memorandum

Task 4 – Service Line Material Inventory Publication

- SLMI Publication meeting slide deck
- SLMI Publication meeting notes

Task 5 – Public Education and Outreach Planning

- Private Side Notification Template
- Communication Strategy slide deck
- Communication Strategy meeting notes

Task 6 – Funding Assistance

- Submitted as part of Task 10

Task 7 – Lead Service Line SOP

- Procedures meeting notes
- Draft SOPs
- Review Meeting Notes
- Final SOPs

Task 8 – Update Sampling Pool and Sampling Protocols

- Sampling Plan meeting slide deck
- City Workshop Meeting notes
- School and Daycare Meeting #1 notes
- School and Daycare Meeting #2 notes

Task 9 – Review Of Corrosion Control Treatment

- Submitted as part of Task 10

Task 10 – LCRR Compliance Plan Document

- Draft LCRR TM
- Review Meeting Notes
- Final LCRR TM

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Task 11 – Lead Service Line Replacement Plan (LSLRP)

- Draft LSLRP TM
- Review Meeting Notes
- Final LCRR TM
- FDEP Meeting Notes
- Revised Final LCRR TM

SECTION VII: SCHEDULE

Work will begin within 7 days of notice-to-proceed (NTP).

Description	Weeks	From
Task 1 – Service Line Material Initial Inventory		
Kick-off meeting	2	NTP
Data review meeting	7	Kick-off meeting
Task 2 – Material Validation Strategies		
Material Validation Strategy meeting	4	Data review meeting
FDEP Material Validation meeting	4	Material Validation Strategy meeting
Task 3 – Service Line Material Inventory TM		
Draft SLMI TM	3	FDEP Material Validation meeting
Final SLMI TM	1	Review Meeting
Task 4 – Service Line Material Inventory Publication		
SLMI Publication Meeting	5	Data review meeting
Task 5 – Public Education and Outreach Planning		
Communication Strategy meeting	6	FDEP Material Validation meeting
Task 7 – Lead Service Line SOP		
Procedures meeting	3	NTP
Draft SOPs	3	Procedures meeting
Final SOPs	1	Review Meeting

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Task 8 – Update Sampling Pool and Sampling Protocols		
Sampling Plan meeting	6	Final SLMI TM
School and Daycare Meeting #1	3	Sampling Plan meeting
School and Daycare Meeting #2	3	School and Daycare Meeting #1
Task 10 – LCRR Compliance Plan Document		
Draft LCRR TM	3	Sampling Plan meeting
Final LCRR TM	1	Review Meeting
Task 11 –LSLRP		
Draft LSLRP TM	4	Final SLMI TM
Final LCRR TM	1	Review Meeting
FDEP Meeting	1	Final LCRR TM
Revised Final LCRR TM	4	FDEP Meeting

SECTION 7. COMPENSATION

The fee for the scope of work described in Section II, shall not exceed a total lump sum fee of **$302,840.00** and shall not exceed the amounts shown in the table below for each specific task. Task 6 shall be billed on a time and materials basis for the work performed within this scope. The City shall periodically compensate Wade Trim a portion of the task fee based on mutually agreed upon percentages of completion of all other tasks.

TASK	DESCRIPTION	FEE
1	Service Line Inventory	$ 39,220.00
2	Material Validation Strategies	$ 10,500.00
3	SLM Inventory Memorandum	$ 19,320.00
4	SLM Inventory Publication Method	$ 8,680.00
5	Public Education and Outreach Planning	$ 19,300.00
6	Funding Assistance (Time and Materials)	$ 41,700.00
7	Lead Service Line SOP	$ 23,040.00
8	Updated Sampling Pool and Sampling Protocols	$ 45,780.00
9	Review of Corrosion Control Treatment	$ 20,150.00
10	LCRR Compliance Plan Document	$ 28,000.00
11	LSLRP	$ 47,150.00
	TOTAL	**$ 302,840.00**

SECTION X. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

WADE TRIM, INC.

DocuSigned by:
Dennis Prevo
FF6788A7B54143A...

Dennis Prevo
Senior Vice President

October 31, 2023
Date

City of Palm Bay, Florida

George Barber, CPPO, CPPB
Chief Procurement Officer

Date

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WADE TRIM

Project: Lead and Copper Rule Compliance
Client: PBUD
Prepared By: M. Demko
Date: October 31, 2023

Project Cost Estimating Sheet

TO# 23-15-WT

TASKS		Task 1 LSLI	Task 2 Validation Strategies	Task 3 LSLI Memo	Task 4 LSLI Publication	Task 5 Public Education	Task 6 Funding	Task 7 SOP	Task 8 Sampling Pool	Task 9 Corrossion	Task 10 Compliance Plan	Task 11 LSLRP	TOTAL
CLASSIFICATION	RATE	HOURS $	HOURS $	HOURS $	HOURS $	HOURS $	HOURS $	HOURS $	HOURS $	HOURS $	HOURS $	HOURS $	HOURS $
Project Manager Senior Professional	$ 250.00	20 $5,000.00	10 $2,500.00	12 $3,000.00	10 $2,500.00	12 $3,000.00	6 $1,500.00	16 $4,000.00	24 $6,000.00	8 $2,000.00	20 $5,000.00	32 $8,000.00	170 $42,500.00
Quality Control Principal	$ 275.00	 $0.00	4 $1,100.00	6 $1,650.00	2 $550.00	4 $1,100.00	4 $1,100.00	6 $1,650.00	8 $2,200.00	 $0.00	12 $3,300.00	16 $4,400.00	62 $17,050.00
Civil / Environmental Engineer Professional Engineer III	$ 165.00	80 $13,200.00	20 $3,300.00	30 $4,950.00	10 $1,650.00	28 $4,620.00	20 $3,300.00	38 $6,270.00	80 $13,200.00	22 $3,630.00	44 $7,260.00	74 $12,210.00	446 $73,590.00
Civil / Environmental Engineer Engineer II	$ 110.00	148 $16,280.00	26 $2,860.00	62 $6,820.00	26 $2,860.00	36 $3,960.00	 $0.00	62 $6,820.00	132 $14,520.00	66 $7,260.00	68 $7,480.00	88 $9,680.00	714 $78,540.00
Technical Lead Senior Professional	$ 250.00	18 $4,500.00	2 $500.00	10 $2,500.00	4 $1,000.00	26 $6,500.00	 $0.00	14 $3,500.00	38 $9,500.00	 $0.00	16 $4,000.00	38 $9,500.00	166 $41,500.00
Admin Admin 5	$ 70.00	 $0.00	 $0.00	4 $280.00	 $0.00	 $0.00	40 $2,800.00	8 $560.00	 $0.00	 $0.00	12 $840.00	16 $1,120.00	80 $5,600.00
Funding Senior Professional	$ 250.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	132 $33,000.00	 $0.00	 $0.00	 $0.00	 $0.00	8 $2,000.00	140 $35,000.00
Corrosion Control Professional Engineer III	$ 165.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	44 $7,260.00	 $0.00	 $0.00	44 $7,260.00
	$ -	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	0 $0.00
	$ -	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	0 $0.00
	$ -	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	0 $0.00
	$ -	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	0 $0.00
	$ -	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	0 $0.00
	$ -	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	0 $0.00
	$ -	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	 $0.00	0 $0.00
TOTAL		266 $38,980.00	62 $ 10,260.00	124 $ 19,200.00	52 $ 8,560.00	106 $ 19,180.00	202 $ 41,700.00	144 $ 22,800.00	282 $ 45,420.00	140 $ 20,150.00	172 $ 27,880.00	272 $ 46,910.00	1822 $301,040.00

OTHER DIRECT COSTS	
Subconsultants	
Aerial Photos	
Soils Eng.	
_____	
Survey	
Mechanical	
Electrical	
Environmental	
Stormwater Management	
Permitting _____	
Sub Total	$0.00
Direct Cost	
CADD	
Computers	
Equipment	
Photocopies	
Color Copies	
Graphics	
Computer	
Travel	$ 1,800.00
Scanner	
OCE Printer	
_____	
Sub Total	$1,800.00
OTHER DIRECT COSTS TOTAL	**$1,800.00**
Labor Multiplier (=1 for billing rate schedule)	1.00
TOTAL DIRECT LABOR	**$ 301,040.00**
TOTAL COST	**$302,840.00**

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Christopher A. Little, P.E.; George Barber, Chief Procurement Officer; Valentino Perez, Public Works**

DATE: **11/14/2023**

RE: **Miscellaneous: GIS Software, Small Municipal and County Government Enterprise Agreement, renewal – Utilities and Public Works Departments (ESRI - $288,300).**

On October 2, 2008, City Council approved Environmental Systems Research Institute, Inc. (ESRI) software as a sole source for the City's geographic information system (GIS) software under an Enterprise License Agreement (ELA). In addition to the GIS software, the ELA covers our core desktop applications of ArcGIS GeoEvent Server for spatial data management and interactive mapping applications. The ESRI software technology is the main software utilized by the GIS staff to provide city-wide GIS services. The ESRI software is also the core platform for CityWorks, the computerized maintenance management system (CMMS).

Since the initial ELA approval, Council has approved subsequent renewals of the ELA for three-year terms. The current ELA was approved by Council action on August 6, 2020, and will expire on January 15, 2024. ESRI has submitted a Small Municipal and County Government Enterprise Agreement (SGEA) for the new three-year term to begin on January 16, 2024 and to end on January 15, 2027.

The expenditures, excluding the cost for the ArcGIS GeoEvent Server, will be split between the Utilities Department and the Public Works Department. The total for the three-year term of the SGEA will be $288,300. A breakdown of annual expenditures, by Department, has been provided under Fiscal Impact.

REQUESTING DEPARTMENT:

Utilities, Public Works, Procurement

FISCAL IMPACT:

The total cost for three years will be $288,300. Funds are available for FY24 in Utilities Operating account 421-8013-536-4604, and Public Works Operating account 001-7011-541-4604. Pending approval of subsequent annual budgets, funds will be available in same accounts as noted for FY24.

Department	Fund	FY24	FY25	FY26
Utilities	421-8013-536-4604	$52,300	$52,300	$52,300

Public Works	001-7011-541-4604	$43,800	$43,800	$43,800

RECOMMENDATION:

Motion to approve the ESRI Small Municipal and County Government Enterprise License Agreement for the three-year term with Environmental Systems Research Institute, Inc., (ESRI) located in Redlands, California.

ATTACHMENTS:

Description

ESRI Quote and Enterprise Agreement

September 5, 2023

Elizabeth Carnevale
City of Palm Bay
250 Osmosis Dr. SE
Palm Bay, FL 32909-2356

Dear Elizabeth,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid up to 02/10/2024. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Robyn Garrett
Esri Account Manager
704-541-9810 *1-8640
rgarrett@esri.com

Quotation # Q-500657

Date: September 15, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 132877 Contract #

City of Palm Bay
Utilities
250 Osmosis Dr. SE
Palm Bay, FL 32909-2356

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/14/2023 To: 2/10/2024

ATTENTION: Elizabeth Carnevale
PHONE:
EMAIL: elizabeth.carnevale@palmbayflorida.org

Material	Qty	Term	Unit Price	Total
168180	1	Year 1	$87,600.00	$87,600.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription Dates: 01/16/2024 - 01/15/2025				
168180	1	Year 2	$87,600.00	$87,600.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription Dates: 01/16/2025 - 01/15/2026				
168180	1	Year 3	$87,600.00	$87,600.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription Dates: 01/16/2026 - 01/15/2027				
168442	1	Year 1	$8,500.00	$8,500.00
ArcGIS GeoEvent Server Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription Dates: 01/16/2024 - 01/15/2025				
168442	1	Year 2	$8,500.00	$8,500.00
ArcGIS GeoEvent Server Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription Dates: 01/16/2025 - 01/15/2026				
168442	1	Year 3	$8,500.00	$8,500.00
ArcGIS GeoEvent Server Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Robyn Garrett	rgarrett@esri.com	(704) 541-9810 x8640

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

 This offer is limited to the terms and conditions incorporated and attached herein.

Quotation # Q-500657

Date: September 15, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 132877 Contract #

City of Palm Bay
Utilities
250 Osmosis Dr. SE
Palm Bay, FL 32909-2356

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/14/2023 To: 2/10/2024

ATTENTION: Elizabeth Carnevale
PHONE:
EMAIL: elizabeth.carnevale@palmbayflorida.org

Material	Qty	Term	Unit Price	Total
Dates: 01/16/2026 - 01/15/2027				

Subtotal:	$288,300.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$288,300.00

The current Enterprise Agreement ends on 01/15/2024. This quote is to continue the same Enterprise Agreement to start on 01/16/2024 for three years.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Robyn Garrett	rgarrett@esri.com	(704) 541-9810 x8640

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

 This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-4)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
500 ArcGIS Online Viewers
500 ArcGIS Online Creators
62,500 ArcGIS Online Service Credits
500 ArcGIS Enterprise Creators
7 ArcGIS Insights in ArcGIS Enterprise
7 ArcGIS Insights in ArcGIS Online
100 ArcGIS Location Sharing for ArcGIS Enterprise
100 ArcGIS Location Sharing for ArcGIS Online
5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
5 ArcGIS Utility Network User Type Extensions (Enterprise)
5 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Mariano Augello, Chief of Police and George Barber, Chief Procurement Officer**

DATE: **11/14/2023**

RE: **Miscellaneous: 'Other Agency' term contract, Fiscal Year 2023-2024 'as needed' purchases of equipment, materials and supplies – multiple city departments.**

The City of Palm Bay currently utilizes "Other Agency Contracts" to purchase equipment, services, materials and supplies for various Departments to include the Police Department. Commodities and services are utilized to conduct each departments' day-to-day operations. The services, equipment, materials, and supplies are purchased "as needed." Within the FY24 Approved Budget, the Police Department was allocated $155,000 in capital funding to replace its outdated MILO training simulator program. The Police Department is requesting consideration to utilize the Federal General Services Administration Multiple Award Schedule Contract # GS-00F-332CA for the purchase of the new MILO system and associated accessories up to the budgeted allocation of $155,000.

The contract identified above was subject to a competitive solicitation process and was awarded by the Federal General Services Administration. Consideration is also requested to continue to utilize this contract if it is renewed, resolicited, or replaced, which may occur when an existing contract expires. Per the Procurement Manual, cooperative agreements generally expedite procurements and provide competitive pricing for items and services.

In accordance with the City's Code of Ordinance, Section 38.13(F)(4) Cooperative Purchases: The City may purchase from any cooperative contract, including but not limited to: term contracts by the State of Florida, Federal General Services Administration, and other governmental cooperatives and entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes included in the Ordinance are obviated. The ability to utilize cooperative contracts shall not be restricted by nonparticipation in the estimated quantities of the City's needs, nor inaccurate estimates of usage by the City prior to award of the cooperative contract. Any such contracts equal to or in excess of one hundred thousand dollars ($100,000) shall go to the City Council for approval. The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation or the governmental entity Procurement official otherwise agrees to the use of such contract in writing. Any such

contracts equal to or in excess of one hundred thousand dollars ($100,000) shall go to the City Council for approval.

Staff is requesting to utilize the Federal General Services Administration Contract# GS-00F-332CA for the FY24 approved capital expenditures for the MILO replacement.

REQUESTING DEPARTMENT:
Procurement, Police Department

FISCAL IMPACT:
No additional fiscal impact is being requested, as funding in the amount of $155,000 was already allocated within the FY24 approved budget to the Police Department in Account# 001-5011-521-6401. This request is only seeking approval to utilize the provided contract for the purchase.

RECOMMENDATION:
Motion to
approve the Federal General Services Administration Multiple Award Schedule Contract # GS-00F-332CA for the purchase of the new MILO system and associated accessories up to the budgeted allocation of $155,000.

ATTACHMENTS:

Description

GS-00F-332-CA MILO GSA Contract
2023 GSA MILO US GOVERNMENT PRICE BOOK
MILO Range Training Systems-Product Catalog

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!,* a menu-driven database system. The INTERNET address for **GSA** *Advantage!* is **http://www.gsaadvantage.gov**

Multiple Award Schedule

FSC Group: Professional Services, Scientific Management and Solutions
FSC Class: R499, R425, R414, & 6910

CONTRACT NUMBER: GS-00F-332CA

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CONTRACT PERIOD: September 28, 2020 – September 27, 2025

FAAC Incorporated
1229 Oak Valley Drive
Ann Arbor, MI 48108
Phone: (734) 761-5836
Fax:(734) 761-5368
For Contracts/Orders: (734) 531-4002
E-Mail: contracts@faac.com

Website:www.faac.com

CONTRACTOR'S ADMINISTRATION SOURCE:
Kathryn A. Studer | kathy.studer@faac.com

BUSINESS SIZE: Other than Small Business

Price list current as of Modification #PS-0032 effective October 21, 2022

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)/NAICS

SINs	Recovery	SIN Title
333318TDTM	333318TDTMRC	Off-the-Shelf Training Devices and Training Materials
541330ENG	541330ENGRC	Engineering Services
541380	541380RC	Testing Laboratory Services
541420	541420RC	Engineering System Design and Integration Services
541715	541715RC	Engineering Research and Development and Strategic Planning
OLM	OLMSTLOC OLMRC	Order-Level Materials (OLM's)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply

See pages 7 – 14 for pricing information.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item

See pages 5 – 6 for labor category information.

2. MAXIMUM ORDER*:

SINs	Maximum Order
333318TDTM	$1,000,000
541330ENG	$1,000,000
541380	$250,000
541420	$1,000,000
541715	$1,000,000
OLM	$250,000

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100.00

4. GEOGRAPHIC COVERAGE: Domestic and overseas

5. POINT(S) OF PRODUCTION: Ann Arbor, Washtenaw County, Michigan

6. DISCOUNT FROM LIST PRICES: Government net prices (discounts already deducted).

7. QUANTITY DISCOUNT(S):

For Labor Categories Only the following discounts apply:

- 0.5% for each Task Order valued at $100K - $250K
- 1.0% for each Task Order valued at $251K - $500K
- 2.0% for each Task Order valued at $501K +

For Products Only the following discounts apply:

3-5 Systems	2% discount per system
6-10 Systems	3% discount per system
11-20 systems	5% discount per system
21-30 systems	7% discount per system

Quantity discounts are based on orders for multiple systems of the same part number ordered with a single purchase order.

8. **Prompt payment terms.** Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS**:
Switzerland: MILO-AIRRND-CONVKIT-HG, MILOAIRRND-50PKRND and
MILO-AIRRND REFILLRND

10a. **TIME OF DELIVERY**: To be specified on the Task Order.

10b. **EXPEDITED DELIVERY:** All system orders under 333318TDTM are available for expedited delivery. Contact Contractor for details.

10c. **OVERNIGHT AND 2-DAY DELIVERY:** Not available.

10d. **URGENT REQUIRMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. **FOB POINT:** CONUS Destination included. Contact Contractor for non-CONUS destination pricing.

12a. **ORDERING ADDRESS:** Same as Contractor.

12b. **ORDERING PROCEDURES**: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. **PAYMENT ADDRESS**: Same as Contractor.

14. **WARRANTY PROVISION:** Contractor's standard commercial warranty. Contact Contractor for details. OCONUS warranty premium may be reduced at the discretion of FAAC based on circumstances surrounding OCONUS location.

15. **EXPORT PACKING CHARGES**: Separately priced based on system ordered. Contact Contractor for non-CONUS destination pricing.

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):
Non-warranted maintenance and repairs available on a time and materials basis.

17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):
Installation and environmental requirements available in product literature.

18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):

Contractor will provide quotation upon customer request.

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): Additional services available on time and materials basis. Contact Contractor for details.

19. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):
FAAC Incorporated 1229 Oak Valley Drive Ann Arbor, MI 48108-9675

20. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): None

21. PREVENTIVE MAINTENANCE (IF APPLICABLE): Preventative maintenance schedule provided with products.

22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

22b. Section 508 Compliance for Electronic and Information Technology (EIT): Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): **N/A**
The EIT standard can be found at: www.Section508.gov/.

23. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER: UY43FBN7NHK8

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

Labor Category Descriptions

Labor Category/Service Title	Labor Category/Service Description	Minimum Education	Minimum Years of Experience	If applicable, indicate proposed education substitutions
Principal Engineer - GSAXR	Serves as a technical expert and advises, guides, assists and trains other staff in FAAC technology. Proven expertise in at least one technical field such as modeling of physical systems, design of simulation software architecture, analysis of tactical weapon systems, systems engineering, avionics, human factors of training systems. Working knowledge of computer simulations in real-time environments. Proven ability to provide significant technical problem-solving contributions.	Bachelors	15	Master's with 10 years of experience
Senior Engineer II - GSAXR	Provides senior-level engineering and analysis expertise to programs. Serves as principal technical contributor on assigned programs. Establishes technical procedures for assigned tasks while providing technical guidance to other program staff in FAAC's unique modeling techniques, coding practices, software administration, and configuration control. Proven expertise in technical field such as aerospace engineering, computer science, electrical engineering, math or physics with a minimum of 3 years in work environment using a high level programming language. May serve as project/program manager.	Bachelors	8	Master's with 7 years of experience
Senior Engineer I - GSAXR	Provides senior-level engineering and analysis expertise to programs. Serves as senior individual technical contributor on assigned programs. Establishes technical procedures for assigned tasks while providing technical guidance to other program staff in FAAC's unique modeling techniques, coding practices, software administration, and configuration control. Proven expertise in technical field such as aerospace engineering, computer science, electrical engineering, math or physics with a minimum of 3 years in work environment using a high level programming language.	Bachelors	5	Master's with 4 years of experience
Engineer - GSAXR	Performs software design and development, modeling and coding, analysis, integration and testing using FAAC's unique modeling techniques. Provides technical assistance to others as directed by supervisory staff. Two years experience in technical field with 1 year of work experience using high level programming language.	Bachelors	2	
Associate Engineer - GSAXR	Entry level member of engineering team responsible for design and/or analysis of specific software engineering and simulation tasks. Learns, understands and follows existing FAAC procedures and technology in its unique modeling techniques, coding practices, software administration and configuration control. Requires working knowledge of mid to high level programming language. Must be able to qualify for a Department of Defense Security Clearance.	Bachelors	0	
Technical Support III - GSAXR	Manages corporate computer environment, supports interfacing of in house assets with other internal and external computer assets. Oversees physical security and safety of computer systems including Classified information, and supervises other IT staff.	Bachelors	5	
Technical Support II - GSAXR	Develops and maintains company digital presence and print media. Working knowledge of prefessional graphic design programs. Understands interaction between simulator hardware and software. Trains FAAC/IES customers to operate simulators, coordinating training schedules and determining instructional methods.	Bachelors	1	Equivalent military training and education

Technical Support I - GSAXR	Provides technical support to company users for hardware and software products, and recommends changes to improve functionality. Working knowledge of UNIX and Microsoft Windows operating systems as well as network operation and security. Provides software development support including programming and scripting. Provides server audit trail reviews and daily backups on critical servers. May perform visual modeling and develop training scripts for FAAC simulators.	Associates	2	
Security Support - GSAXR	Provides facility security, audits and maintains company's secure documentation, supports Human Resources with security aspects of hiring new employees, Must be a U.S. citizen and able to obtain and maintain a security clearance. Must have working knowledge of NISPOM. Must be experienced in security support, preferably with DoD contractor. Must successfully complete the CDSE/STEPP program for FSO certification within 1 year of hire. In coordination with FSO, plans and implements annual training for employees.	Associates	5	High School Diploma with 5 years of military training/coursework
Hardware Engineer - GSAXR	Performs site reviews and prepares site facility requirements. Develops project hardware plan from design through assembly and final installation, providing technical training to hardware technicians. May serve as Supervisor to Hardware Technicians. Provides status reports to PM including any issues with staff or technical issues at customer location. Provides life cycle maintenance and service of hardware items.	High School	5	High School Diploma with 5 years of equivalent military training/coursework.
Hardware Tech - GSAXR	Hardware technician uses hand/power tools by reading schematics, assembly prints, and following operator manual instructions. May install audio/visual and/or structured cabling systems or perform computer rack integration. Performs repair and service on components. Packs and ships completed simulators to customer sites. Performs installation of simulators at customer sites.	High School	1	
Technical Support III - GOV-GSAXR	Manages corporate computer environment, supports interfacing of in house assets with other internal and external computer assets. Oversees physical security and safety of computer systems including Classified information, and supervises other IT staff.	Bachelors	5	
Technical Support II - GOV-GSAXR	Develops and maintains company digital presence and print media. Working knowledge of professional graphic design programs. Understands interaction between simulator hardware and software. Trains FAAC/IES customers to operate simulators, coordinating training schedules and determining instructional methods.	Bachelors	1	Equivalent military training and education
Technical Support I - GOV-GSAXR	Provides technical support to company users for hardware and software products and recommends changes to improve functionality. Working knowledge of UNIX and Microsoft Windows operating systems as well as network operation and security. Provides software development support including programming and scripting. Provides server audit trail reviews and daily backups on critical servers. May perform visual modeling and develop training scripts for FAAC simulators.	Associates	2	
Hardware Engineer - GOV-GSAXR	Performs site reviews and prepares site facility requirements. Develops project hardware plan from design through assembly and final installation, providing technical training to hardware technicians. May serve as Supervisor to Hardware Technicians. Provides status reports to PM including any issues with staff or technical issues at customer location. Provides life cycle maintenance and service of hardware items.	High School	5	High School Diploma with 5 years of equivalent military training/coursework.
Hardware Tech - GOV-GSAXR	Hardware technician uses hand/power tools by reading schematics, assembly prints, and following operator manual instructions. May install audio/visual and/or structured cabling systems or perform computer rack integration. Performs repair and service on components. Packs and ships completed simulators to customer sites. Performs installation of simulators at customer sites.	High School	1	One year of college is required or a High School Diploma with 5 years of equivalent military training/ coursework

Price List

Labor Pricing (54133ENG, 541420, 541380)

Off-Site (Contractor Site) Labor Rates:

Awarded Labor Category	Year 8	Year 9	Year 10
Principal Engineer - GSAXR	$291.28	$300.02	$309.02
Senior Engineer II - GSAXR	$225.16	$231.91	$238.87
Senior Engineer I - GSAXR	$175.03	$180.28	$185.69
Engineer - GSAXR	$145.89	$150.27	$154.78
Associate Engineer - GSAXR	$131.88	$135.84	$139.92
Technical Support III - GSAXR	$162.95	$167.84	$172.88
Technical Support II - GSAXR	$133.06	$137.05	$141.16
Technical Support I - GSAXR	$99.89	$102.89	$105.98
Security Support - GSAXR	$122.89	$126.58	$130.38
Hardware Engineer - GSAXR	$132.93	$136.92	$141.03
Hardware Tech - GSAXR	$98.05	$100.99	$104.02

On-Site (Government Site) Labor Rates:

Awarded Labor Category	Year 8	Year 9	Year 10
Technical Support III - GOV-GSAXR	$90.55	$93.27	$96.07
Technical Support II - GOV-GSAXR	$73.93	$76.15	$78.43
Technical Support I - GOV-GSAXR	$55.50	$57.17	$58.89
Hardware Engineer - GOV-GSAXR	$71.95	$74.11	$76.33
Hardware Tech - GOV-GSAXR	$54.48	$56.11	$57.79

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS) is applicable to this contract as it applies to the entire Multiple Award Schedule and all services provided. While no specific labor categories have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories. If and/or when the contractor adds SCLS labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS matrix identifying the GSA labor category titles, the occupational code, SCLS labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

Travel and other direct costs: to be priced as required by individual Task/Delivery Order; not included in above labor rates.

Product Pricing (333318TDTM)

GSA Part Number	Description	GSA Price
	SUPPORT OPTIONS	
FAAC-BASIC	Basic maintenance and service support for FAAC simulators after expiration of original warranty. Basic plan includes: *Unlimited phone support at no charge. *Troubleshooting and diagnostic services. *Repair and replacement of failed hardware. *Up to two onsite visits, remainder at time and materials rate below. *Maintenance of customer purchased spares when applicable. Plan details available from supplier.	3% of product price (min. of $5K/yr) OCONUS: +$3K premium Mobile: +$3K premium
FAAC-FULL	Full maintenance and service support for FAAC simulators after expiration of original warranty. Full plan includes: *Unlimited phone support at no charge. *Troubleshooting and diagnostic services. *Repair and replacement of failed hardware. *Includes preventative maintenance service. *Unlimited onsite service visits. *Maintenance of customer purchased spares when applicable. Plan details available from supplier.	5% of product price (min. of $8.5K/yr) OCONUS: +$5K premium Mobile: +$3K premium
FAAC-T&M	Warranty service at $1,000/day labor plus material & expenses.	

GSA Part Number	Description	GSA Price
	SUPPORT OPTIONS	
MILO-WTY-BRONZE	Provides a one-year warranty extension coverage on the MILO Range PRO and Theater (180 and 300) Systems, plan details available from supplier.	5% of System Cost
MILO-WTY-PLATINUM	MILO Platinum Warranty with Technology Insurance (For MILO Range PRO and theater (180 and 300) Systems only) – Provides a five-year warranty when purchased in conjunction with a system. Provides three-year warranty when purchased as a renewal or extension. Platinum warranties include a system upgrade near the term-end of the warranty. Plan details available from supplier.	40% of System Cost

TERMS:

- Discount Payment terms: Net 30
- Delivery is 120 days A.R.O.
- F.O.B. Destination within the 48 contiguous states.
- One year Basic warranty included on hardware and software. Plan details available from supplier.
- See Customer Information #7 for Quantity Discount information.
- No Dealers or Resellers are authorized.

Driving Simulator Products:

GSA Part Number	Description	GSA Price
FAAC-AP-2000-3	Airport Driving Simulator with three high resolution rear projection displays, enclosed generic cab, straight truck and utility vehicle dynamics models, 12 square miles of generic AOA airport property with 7 concourses.	$245,000.00
FAAC-AP-2000-3-DB	Airport Driving Simulator with three high resolution rear projection displays, enclosed generic cab, straight truck and utility vehicle dynamics models, up to 12 square miles of customer specific AOA airport property with up to 7 concourses (assuming AUTOCAD or equivalent computer file of airport site).	$615,000.00
FAAC-AU-2000-3	Automobile Driving Simulator with three high resolution rear projection displays, enclosed sedan cab (Crown Victoria or similar), rear wheel and front wheel drive automobile dynamics models.	$220,000.00
FAAC-ER-2000-3	Emergency Response Driving Simulator with three high resolution rear projection displays, emulated enclosed vehicle cab, generic emergency response vehicle dynamics model.	$225,000.00
FAAC-MB-2000-3	Bus Driving Simulator with three high resolution displays, generic enclosed bus cab, generic bus dynamics model. Three rear projection displays for forward view.	$235,000.00
FAAC-DE-1000-3	Basic Driver Education Driving Simulator with three high resolution flat panel displays, open air cab with replicated vehicle dash with physical instrumentation and controls. Simulated vehicle models include rear-wheel drive sedan, front-wheel drive sedan, and four- wheel drive SUV.	$94,500.00
FAAC-PS-1000-3	Basic Public Safety Driving Simulator with three high resolution large flat panel displays. Open air cab with replicated vehicle dash with physical instrumentation and controls. Crown Victoria high- performance vehicle dynamics, as well as front-wheel drive, four- wheel drive SUV, fire truck and ambulance models for cross training. (Emergency vehicle package includes radio, siren/light controls, console, MDT software, and basic instructor driving station for interaction and debrief.)	$100,000.00
FAAC-EV-1000	Emergency Response Driving simulator with three high resolution monitors for 225 degree field-of-view. The expansive “over the shoulder” field of view allows for extensive tactical drivers training. The system is loaded with training scenarios within a course curriculum configuration. Realistic vehicle dash, library of emergency response vehicles and their specific dynamics are loaded for the student exercises via the included Instructor Operator Station (IOS).	$94,500.00

GSA Part Number	Description	GSA Price
FAAC-LE-1000	Law Enforcement Driving simulator with three high resolution monitors for 225 degree field-of-view. The expansive "over the shoulder" field of view allows for extensive tactical drivers training. The system is loaded with training scenarios within a course curriculum configuration. Realistic vehicle dash, library of police, other emergency response vehicles, and their specific dynamics are loaded for the student exercises via the included Instructor Operator Station (IOS).	$94,500.00
FAAC-TT-1000-1	Truck Driving Simulator with one high resolution flat panel display, open air generic truck cab, automatic transmission, with straight and articulated truck vehicle dynamics.	$85,000.00
FAAC-TT-1000-3	Truck Driving Simulator with three high resolution flat panel displays, open air generic truck cab, automatic transmission, with straight and articulated truck vehicle dynamics.	$117,500.00
FAAC-TT-2000-3	Truck Driving Simulator with three large screen projection displays (Additional displays can be added to increase the field of view, including rear mounted flat displays for functional parallax mirrors). Enclosed generic cab, automatic transmission, tractor-trailer and straight truck dynamics models	$220,000.00
FAAC-STB	Scenario Toolbox authoring tool for scenario development and virtual world alteration. Includes computer, basic STB training as part of new simulator training, & existing model library.	$7,500.00
FAAC-CAB-MOD	Each module permits a different configuration for simulator cab via a separate panel or additional control box. Available modules include: Manual transmission, automatic transmission, ARFF module available, and interchangeable dash suites to emulate difference vehicles (may require multiple CAB MODs based upon number of panels or complexity of dash).	$5,000.00
FAAC-CHANNADD	Additional flat display channel. Upgrade to add one flat panel display channel to a compatible simulator. Includes mounting, stand (if applicable), graphics computer, and rendering software.	$15,000.00
FAAC-DYNMOD	Additional customer-specific vehicle model. Includes vehicle dynamics and visual modeling. Customer provides appropriate truck/automobile data.	$35,000.00
FAAC-MOTION-6DOF	Six degree of freedom motion system added to any DTS simulator	$80,000.00
FAAC-MOTION-3DOF	Three degree-of-freedom (heave, pitch, roll) motion seat, compatible with any DTS cab.	$40,000.00
FAAC-TRLR-38RV	Military Grade Basic 38' RV trailer to house single simulator with classroom space (classroom equipment not included). Hauled by F-350 6.4L/4.10AR or equivalent (not included) with king pin attachment. 3000lbs load capacity. 15Kw generator. Shore power via 240V single phase or optional 208V three phase. 30,000 BTU A/C.	$92,500.00
FAAC-VDUADD	Additional large screen projection display. Upgrade to add one high resolution rear projection display to an existing simulator. Includes structure, projector, graphics computer, and rendering software.	$20,000.00

GSA Part Number	Description	GSA Price
Window Trim Kit	Multi-piece cabin trim kit for windows and windshield openings used to restrict the field of view on vehicles with smaller window openings, such as armored vehicles.	$2,500.00
Dash Rack	Four slot dash rack for the storage of purchased Dashboards.	$3,352.00
Sim Computer	Simulator computer loaded with software and configured as an Image Generator, Application Computer, an instructor operator station/graphical user interface computer or other simulator computer configured with software for simulator usage.	$5,000.00
Top-Mount Pump- Ops Panel Simulator	Full scale replica of a Fire Apparatus **Top**-Mount Pump-Ops panel. Panel hardware is actual OEM equipment. Operation of internals is pure software simulation, so no need for water, nor pumps, nor valves. Price does not include installation and training as these are based on geographical location.	$53,000.00
Side-Mount Pump-Ops Panel Simulator	Full scale replica of a Fire Apparatus **Side**-Mount Pump-Ops panel. Panel hardware is actual OEM equipment. Operation of internals is pure software simulation, so no need for water, nor pumps, nor valves. Price does not include installation and training as these are based on geographical location.	$49,500.00

Firearms Simulator Products:

GSA Part Number	Description	GSA Price
MILO-RNG-P	MILO Range PRO HD Use-of-Force Judgmental Training Simulator. Interactive portable high-definition (HD) firearms, use-of-force judgmental training simulator. Ready to train out of the box with over 450 pre-loaded interactive force-options scenarios and more than 45 true-graphics-based skill-builder exercises. Users can build and create their own interactive marksmanship courses and interactive high definition video scenarios locally. Includes all hardware, software and cabling for system operation. Includes product training. Does not include firearms.	$37,800.00
MILO-RNG-A	MILO Range Advanced mobile firearms and use-of-force judgmental training simulator from FAAC. Includes interactive portable eight-lane high-definition (HD) firearms and decision- response training software, low-light training module with real flashlights, and trainee-action capture debrief utility for after- action review. Delivered ready to use right out of the box with over 450 pre-loaded interactive force- options scenarios and more than 45 true CGI- based firearms skill- builder exercises. End-users can build and create their own interactive marksmanship courses locally. Includes all hardware, software and cabling for easy installation and system operation. Does not include firearms or initial product training. Purchase of at least one training day required.	$20,995.00

MILO-RNG-C	MILO Range Classic Simulator is a portable interactive high- definition (HD) firearms and use-of-force judgmental training system. Allows for four simultaneous trainee lanes. Delivered ready to train out of the box with over 450 pre-loaded interactive force-options scenarios and more than 45 true CGI based skill-builder exercises. The system includes all hardware including projector and screen, pre- loaded MILO software, and all cabling for complete system installation and operation. Does not include firearms or product training. Purchase of at least one training day required.	$10,995.00
MILO-FDU-SA	MILO Range Firearms Diagnostic Unit (FDU). An exclusive stand-alone training system used for the diagnosis and correction of key firearms training objectives through a mobile platform using laser or live-fire weapons. Records and tracks trainee's fall-of-shot, trigger pressure and pull, proper firing stance and posture, and correct sight alignment and sight picture with patented heads-up display (HUD) video system. Current version includes significant technology upgrade to include new state-of-the-art CPU platform with embedded LCD Screen, current video capture technology, and significant FDU software enhancements and additions. Does not include product training. Purchase of at least one training day required.	$19,995.00

GSA Part Number	Description	GSA Price
MILO-RECOIL-HANDGUN	MILO Air Recoil Kit for Handgun. This is a drop-in kit and requires no weapon modifications. Specify desired model at time of order.	$2,481.85
MILO-RECOIL-RIFLE	MILO Air Recoil Kit for Rifle. This is a drop-in kit and requires no weapon modifications. Specify desired model at time of order.	$2,274.90
MILO-RECOIL- NOZZLE	Screw-on nozzle with press-to-fill outlet for CO2 liquid and integrated pressure gauge. Supports any MILO air recoil kit magazine that can be refilled. Includes empty, 20lb. CO2 tank with diptube.	$625.00
MILO-AIRRND- CONVKIT-G	Inert handgun conversion kit to allow use of compressed gas recoil-only rounds. Includes recoil laser. Some models may require permanent modification to the firearm for proper operation. Firearm is not included. Select from available models at the time of order.	$895.00
MILO-AIRRND-50PKRND	Box of 50 precision-machined refillable recoil-only (no projectile) rounds. These air rounds store high pressure compressed air to provide recoil when fired by an air round conversion kit (purchased separately). Rounds are refillable using air round refill station (purchased separately). Air rounds are warranted for 600 refills. These items are inert, non- projectile recoil simulation parts and cannot be used as weapons nor with live weapon parts	$2,995.00

MILO-AIRRND- REFILLRND	A table-mount reloading system for air rounds. Uses an included high- pressure compressed air tank as gas source. System has adjustable gauges to control output pressure to the refill assembly which includes a jig for holding air rounds in place and a lever for the user to manually fill the round by pulling the lever. All equipment is shipped empty and unpressurized. High pressure compressed air must be sourced locally by user/buyer.	$2,995.00
MILO-RFCANNON- MANUAL	Instructor-controlled projectile launcher training device with integrated point- of-aim view and red-dot-sight. Point-of-aim is controlled via joystick and non-lethal projectiles are emitted via button on the joystick. Includes dedicated netbook computer to preview point-of-aim view with red-dot-sight in real time. Includes set of required safety glasses.	$6,500.00
MILO-TRNG-MOD-1	MILO One-Day Product Training. The MILO 1-day on-site (CONUS) training class is offered in conjunction with any of the above MILO Range products. Note that this item may not be purchased as a stand-alone training service. It may only be ordered in conjunction with the purchase of a MILO Range product.	$2,700.00

GSA Part Number	Description	GSA Price
MILO-FBSHU-0475	16'x40' Flash/Bang and Simulation Housing Unit (FBSHU) is an ISO 9000 certified complete fabricated self-contained safe environment designed to test and train with Flash/Bang devices that can incorporate the MILO Live Fire MILO Range PRO HD Marksmanship and Use-of-Force Judgmental Training simulator (PN: MILO-RNG-P). Includes protected lighting, sound absorbing material on walls and ceiling, a Rhino treated floor and HVAC system. Includes delivery in CONUS, installation and training. Site preparation is to be provided by the customer.	$238,408.83
MILO-T180	MILO Range Theatre System three screen Firearms and Use- of-Force Judgmental Training Simulator. Immersive system with an enhanced field of view. Includes pre-loaded HD training scenarios and interactive graphics- based skill-builder exercises. Users can build and create their own interactive marksmanship courses and interactive high definition video scenarios locally. Includes all hardware, software, cabling and training for system operation. Does not include firearms.	$76,495.00
MILO-T300	MILO Range Theatre System five screen Firearms and Use-of- Force Judgmental Training Simulator. Immersive system with an enhanced field of view. Includes pre-loaded HD training scenarios and interactive graphics- based skill-builder exercises. Users can build and create their own interactive marksmanship courses and interactive high definition video scenarios locally. Includes all hardware, software, cabling and training for system operation. Does not include firearms.	$112,495.00

MILO-SHS-BASE	MILO Range ShootHouse system provides marksmanship and interactive scenario based training in a multi-room and/or multi-screen configuration supporting team training and high volume training programs. The system can be operated by a single instructor and supports multiple students and weapons. System includes instructor control station, two (2) ShootRoom systems, all simulator equipment, cabling and mounts, as well as shipment, setup and user training to any CONUS location. Can be expanded with additional ShootRooms.	$62,995.00
MILO-SHS-ROOM	The MILO Range ShootRoom is an expansion to the MILO Range ShootHouse system. ShootRoom provides an additional room or screen for marksmanship and interactive scenario based training. System includes all simulator equipment, cabling and mounts. Only available to MILO Range ShootHouse system customers. Shipment, setup and user training at any CONUS location included if purchased with MILO Range ShootHouse system. If purchased after market, additional costs for shipment, setup and training may apply.	$16,195.00
MILO Range M-SATS	The MILO Range M-SATS (Mobile-Situational Awareness Training System) offers the most advanced feature set available for a portable use of force and tactical judgment training system. Based on the same software and technology as the full-featured MILO Range PRO system, the M-SATS provides fully interactive video scenarios, graphics-based firearms drills, and industry-leading features in a compact, all-inclusive design that is easy to transport and set up in less than 10 minutes.	$26,995.50

TERMS:

- Discount Payment terms: Net 30
- Delivery is: 45 days A.R.O. with the exception of:
- MILO-FBSHU-0475 which is 120 to 210 days
- MILO-T180, MILO-T300, MILO-SHS-BASE and MILO-SHS-ROOM which are 60 days A.R.O.
- F.O.B. Destination within the 48 contiguous states.
- One year Basic warranty included on hardware and software. Plan details available from supplier.
- See Customer Information #7 for Quantity Discount information.
- No Dealers or Resellers are authorized.

US GOVERNMENT PRICE BOOK

MILO

GSA Contract Number GS-00F-332CA

MILO

GSA
GS-00F-332CA

TRAINING SYSTEMS

★ GSA ITEMS

MILO Range Theater 300 Price includes CONUS setup & training. Setup & training for OCONUS locations at additional cost. (GSA PN: MILO-T300)	★	$112,495
MILO Range Theater 180 Price includes CONUS setup & training. Setup & training for OCONUS locations at additional cost. (GSA PN: MILO-T180)	★	$76,495
MILO Range PRO Training System Price includes CONUS setup & training. Setup & training for OCONUS locations at additional cost. (GSA PN: MILO-RNG-P)	★	$37,800
MILO Range Advanced Training System Price does not include required 1-day training course. OCONUS locations may require additional days. (GSA PN: MILO-RNG-A)	★	$20,995
MILO Range Classic Training System Price does not include required 1-day training course. OCONUS locations may require additional days. (GSA-PN: MILO-RNG-C)	★	$10,995
MILO Range ShootHouse w/ 2 ShootRoom systems Price includes CONUS setup & training. Setup & training for OCONUS locations at additional cost. (GSA PN: MILO-SHS-BASE)	★	$62,995
MILO Range ShootRoom Additional ShootHouse screen system. Max of 5 ShootRooms per ShootHouse system. (GSA PN: MILO-SHS-ROOM)	★	$16,195
MILO Range Firearms Diagnostics Unit (FDU) Price does not include required 1-day training course. (GSA PN: MILO-FDU-SA)	★	$19,995
MILO Classroom System	US Gov't Discount Price	$10,995
MILO Range Mobile Situational Awareness Trainer (M-SATS) Price does not include 1-day required training course. OCONUS locations may require additional days. (GSA PN: MILO Range M-SATS)	★	$26,995

SYSTEM OPTIONS

Additional TAC PRO and Theater only	US Gov't Discount Price	$1,345
Range Anywhere - Wireless Instructor	US Gov't Discount Price	$2,245
Tracking Return-Fire Cannon (GSA PN: MILO-RFCANNON-MANUAL)	★	$6,500
MILO Range REACT!	US Gov't Discount Price	$895
Moveable Thermal Live Fire Module LF5000 3m x 2m screen size	US Gov't Discount Price	$19,795
Fixed Mount Thermal Live Fire Module LF5100 3m x 2m screen size	US Gov't Discount Price	$17,995
Roll-Up Thermal Live Fire Module LF5200 3m x 2m screen size	US Gov't Discount Price	$25,195
MILO Classroom Trainer (Add-on Module)	US Gov't Discount Price	$4,495
VBS3 Software Add-on Module	US Gov't Discount Price	$8,095

MILO

GSA
GS-00F-332CA

SYSTEM OPTIONS

★ GSA ITEMS

MILO Range Biofeedback Device - Wireless Heart Rate Monitor	$895
MILO Range 4K Add-On w/ Ceiling Mount	$7,195
MILO Gate Barrier Control Simulator Flip-top arming button simulates gate barrier deployment, integrates with existing MILO Range. Can be used in conjunction with local gate runner scenarios and new gate runner content as available. Stand included.	$2,495

FORCE OPTIONS

Dryfire laser insert or WRK recoil laser for pistol	US Gov't Discount Price	$535
WRK Recoil laser and barrel insert for rifle	US Gov't Discount Price	$715
Drop in recoil kit for heavy weapons (M240B and M249)		$3,795
Dryfire Shotgun laser for 12g pump-action	US Gov't Discount Price	$715
Weapon Aimtrace laser	US Gov't Discount Price	$895
Glock 17R red training weapon (US LE & FFL holders only)	US Gov't Discount Price	$715
Non-Gun Rifle w/ MILO Laser (SIRT STIC)		$995
Non-Gun Pistol w/ MILO Laser (eg. SIRT)	US Gov't Discount Price	$535
Non-Gun Rifle w/ MILO Laser (eg. T4E)	US Gov't Discount Price	$1,435
Electric/rechargeable battery powered recoil synthetic M4 rifle with MILO laser and 2 round counting smart mags		$2,995
WRK Drop-in recoil kit for Rifle FIREARM NOT INCLUDED (GSA PN: MILO-RECOIL-RIFLE)		★ $2,274.90
WRK Drop-in recoil kit for Handgun FIREARM NOT INCLUDED (GSA PN: MILO-RECOIL-HANDGUN)		★ $2,481.85
WRK Drop-in recoil kit for Shotgun (Remington 870) FIREARM NOT INCLUDED	US Gov't Discount Pri	$2,695
WRK Refill Station w/ Tank, Dock & 1 Sled	US Gov't Discount Price	$1,795
WRK Tabletop Refill Nozzle w/ Tank (GSA PN: MILO-RECOIL-NOZZLE)	★	$625
WRK Refill-Only Magazine		$355
WRK Refill Sled		$355
WRK Maintenance Kit		$445

FORCE OPTIONS

Laser OC Canister (Thumb or Trigger style) - MK3	US Gov't Discount Price	$535
Laser OC Canister (Thumb or Trigger style) - MK9	US Gov't Discount Price	$715
Taser 7, X26P or X2 sim weapon w/ 2 cartridges	US Gov't Discount Price	$2,245
Taser Battery		$175
Taser Cartridge	US Gov't Discount Price	$895
MILO Range Handheld Flashlight		$395
MILO Range Rail-Mount Flashlight		$535
37/40mm laser insert and adapter	US Gov't Discount Price	$625
Airmunition Handgun Conversion Kit (GSA PN: MILO-AIRRND-CONVKIT-HG)	★	$895
Airmunition 50-pk Air Recoil Rounds (GSA PN: MILO-AIRRND-50PKRND)	★	$2,995
Airmunition Reloading Station w/Tank (GSA PN: MILO-AIRRND-REFILLRND)	★	$2,995

MISC. OPTIONS & SERVICES

gunSHOT Box	US Gov't Discount Price	$2,695
MILO Course Designer Authoring Station		$6,495
MILO Course Designer Software Add-On		$4,995
MILO Range Hit Detect & Flashlight Box		$3,995
MILO Range Hit Detect Camera Package		$1,995
MILO Range Ceiling Mount Kit		$2,495
MILO System Product Training (1 Day) (GSA PN: MILO-TRNG-MOD-1) covering setup, operation and maintenance of any portable MILO Range system and accessories. Price is for post-sale and refresher training at CONUS customer sites only.	★	$2,700
MILO System Product Training (3 Day) covering MILO Range PRO, Theater or ShootHouse system and accessories. Includes operation, maintenance and scenario and course editing training. Price is for post-sale and refresher training at CONUS customer sites only.		$5,995

EXTENDED WARRANTY OPTIONS

	★ PLATINUM (GSA PN: MILO-WTY-PLATINUM)	★ BRONZE (GSA PN: MILO-WTY-BRONZE)
Warranty Term	3/5 Years	1 Year
Complete System Coverage	X	X
24/7 Telephone Technical Support	X	X
Free Refresher Training	X	X
Free Software Updates	X	X
Loaner System	X	
System Upgrade	X	
Warranty Price	40%	5%

warranty price is based upon percentage of original system purchase price.

1195 Oak Valley Drive
Ann Arbor, MI 48108

MILORange.com

MILO RANGE

INTERACTIVE USE OF FORCE - TACTICAL JUDGMENT SIMULATION

PRODUCT CATALOG

MRTS

MILO RANGE TRAINING SYSTEMS

WWW.MILORANGE.COM

TRAINING SOLUTIONS 2
SYSTEM FEATURES 16
TRAINING ACCESSORIES 18
SOFTWARE SOLUTIONS 26
INTERNATIONAL 27

MILO RANGE PRO

The Most Advanced Interactive Use of Force and Tactical Judgment Simulator

- Expandable to multiple screens
- Portable or fixed turn-key configurations
- Create scenarios to meet your needs
- Up to 16 interactive laser IDs
- Enhance training results with options such as 4K content, heart rate monitoring, Kinect HD, and recoil kits

Interactive FULL HD Video Scenarios	**Lethal & Less Lethal Force Options**	**Course Designer Software Suite**
GraphX	**Lowlight & Flashlight Training**	**Role Playing**
Firing Range	**Trainee Action Capture**	**GreenFX**

MILO
RANGE

TRAINING SOLUTIONS

MILO RANGE ADVANCED

Interactive Use of Force and Tactical Judgment Simulator in a Highly Portable Package

Interactive FULL HD Video Scenarios
GraphX CGI firearms exercises
Firing Range lane-based targets & courses
Firearms & less lethal weapons
Lowlight & flashlight training
Trainee action capture video & audio
Portable turn-key system configuration
8 Interactive laser weapon IDs

MILO RANGE CLASSIC

Use of Force and Tactical Judgment Simulation in a Compact, Affordable Package

Interactive FULL HD Video Scenarios
GraphX CGI firearms exercises
Firing Range lane-based targets & courses
Firearms & less lethal weapons
Portable turn-key system configuration
4 Interactive laser weapon IDs

TRAINING MODES

All MILO Range systems include a large library of high quality interactive scenarios and training exercises

Interactive HD Video Scenarios

Exclusive FULL HD 1920 x 1080 video
Six shooters with up to 16 total laser weapons
Lowlight & flashlight training on any scenario
Audio & video recording of trainees for review / archiving
Create your own FULL HD training scenarios
4K Ready

Firing Range Lane Targets & Courses

Static targets & fully scripted interactive courses
Instructor defined distance, timing & scoring
Real-time ballistics, feedback & analysis
High definition image supports 300m distance
Audio/Video recording of trainees for immediate review
Allows custom targets & courses using any image
4 to 60 lanes per system
Low light capability

GraphX™ Interactive Firearms Exercises

Real-time shot feedback & analysis
FULL HD image & target quality
60+ Exercises included
User defined skill level & parameters
Flashlight & TAC available on select exercises

TRAINING SOLUTIONS

EDITION COMPARISON

MILO Range offers a variety of systems and features to fit any agency size, need and budget.

NOTE: Features may vary for International sales / deliveries

	PRO	ADVANCED	CLASSIC
System Basics			
Max Simultaneous laser weapons	16	8	4
Standard system configuration	Small Desktop	Laptop	Laptop
Quickset & customs configurations	O	O	O
Transport case included	O	✓	✓
Force Options & Weapons			
Handguns (# firearm lasers included)	2	2	2
OC / Mace (# laser mace canisters included)	2	1	1
Baton & Strike Branching	✓	✓	✓
Shotgun & Long guns	O	O	O
Taser X2,X26,X26P, & M26	O	O	O
Other less lethal (PepperBall, Beanbag, FN303, etc.)	O	O	O
Recoil handguns & long guns	O	O	O
Weapon aimtrace	O	O	-
System Features			
High Definition Video	✓	✓	✓
Windows 10 x64 operating system	✓	✓	✓
Touchscreen Operation	✓	O	O
Range Kinect™ Baton & Strike Detection	O	-	-
Range Kinect™ Verbal Command Branching	O	-	-
Range Kinect™ Trainee Motion Sensing	O	-	-
Lowlight/Flashlight feature (# flashlights included)	2	2	-
Trainee Action Capture	✓	✓	-
5.1 sound system	✓	✓	O
Projector & Screen included (excluding live fire systems)	✓	✓	✓
Projector Specs (lumens, resolution)	3500/1920x1080	2500/1920x1080	2500/1920x1080
Range Anywhere Wireless Instructor	O	-	-
Live fire module	O	O	O
Software & Content Features			
MILO Range Use of Force training software	✓	✓	✓
Number of branching video scenario included	800+	800+	800+
GraphX firearms exercises (plates, shoot houses, etc.)	60+	60+	60+
Firing Range multi-lane targetry & courses w/ ballistics	✓	✓	✓
Firing Range target & course of fire designer	✓	✓	✓
Full system records, reporting & import/export features	✓	✓	✓
MILO KnowledgeBase	✓	✓	✓
MILO Course Designer HD scenario creation package	✓	-	-
Free software updates, GraphX and video scenarios	✓	✓	✓
Training, Warranty & Support			
Included system warranty term	2 Years	2 Years	1 Year
Included product training	3 Days	1 Day	1 Day

✓ Included
O Optional
- Not Available

FIRING RANGE

Simulated Indoor/Outdoor Firing Range designed for small arms marksmanship, qualification & weapons handling

Scalable screen & lane width configurations
Supports 4 to 60 target lanes
Includes 25+ targets & courses
Users can create custom targets & courses
Custom simulated range design available
Single instructor for operation & training
Touch screen & wireless tablet control
Flashlight/lowlight/flare illumination

MILO RANGE THEATER

A Fully Immersive Training Experience. MILO Range Theater is a multi-screen, enhanced field of view simulator that surrounds you for the ultimate training realism.

- Immersive threat environment
- CQB & CQM training
- Converts to multi-lane Firing Range
- 180 & 300 degree configurations
- HD Video on each screen
- CGI Marksmanship & reactive targets
- Lethal & less lethal weapon options
- Lowlight / Flashlight on all screens
- Trainee Action Capture audio & video
- One instructor for operation & training
- Touchscreen control
- Optional VBS3

MILO
RANGE
THEATER

MILO RANGE SHOOTHOUSE

Revolutionary Multi-Room Training.

- Team, CQB, and CQM Training
- Multiple simultaneous training scenarios
- Supports 2 to 5 rooms/screens
- Converts to multi-lane Firing Range
- HD Video on each screen
- CGI marksmanship & reactive targets
- Lethal & less lethal weapon options
- Lowlight / Flashlight
- Trainee Action Capture audio & video
- One instructor for operation & training
- Touchscreen control
- Optional VBS3

MILO RANGE SHOOTHOUSE

LIVE FIRE

YOUR WEAPON. YOUR AMMO. YOUR TRAINING.

The MILO Range Live Fire system adds software capabilities, shot detection hardware, and a built-to-order live fire target screen. This enables the use of live ammunition rounds as a training option with the MILO Range system. The customizable target screen is a large, shootable surface, onto which videos and targets are directly projected. Shooters interact by firing live rounds directly at the screen.

Live Fire Features:

- Supports laser based & live weapons
- Proven live target screen solution
- Supports all calibers up to .50BMG
- Accuracy of +/- 5mm
- Manual and system controlled screens
- Proven paper and thermal detection solutions

GLOCK 22
AUSTRIA
.40

HITS:0
MISSES:0
hits required each:1

TRAINING SOLUTIONS

MILO RANGE

FDU (FIREARMS DIAGNOSTIC UNIT)

Real-time capture & recording of shooting technique for review, analysis & training.

The MILO Range Firearms Diagnostic Unit is a revolutionary tool enabling instructors to watch key components of a shooter's technique and results on a computer screen in real-time. The unit also displays the same in review to the student.

FDU captures:

- Line-of-sight
- Trigger Motion
- Posture & Stance
- Fall of Shot

FDU features:

- Live Fire, Recoil & Dryfire supported
- Pistols & rifle configurations available
- Simple, touch screen operation
- Portable system
- Record & save results for offline review

Instructor can then review the entire session in normal video playback or frame-by-frame motion with the student. By synchronizing these key components for immediate review with the student, it allows their relationships and shot inaccuracy flaws to become immediately clear.

DRIVING FORCE

Render complex decisions and engage in intricate responses under conditions of time pressure, high stakes, and stress-induced physical discomfort.

Officers do exactly the same things in the training room that they do on duty: receiving and responding to a call in their patrol car, conducting an investigation, field interviews, making a simulated arrest or even implementing a level of force necessary to gain compliance from a subject. The most valuable component of this combined training is that it takes the officer through the call from beginning to end.

Features:

- Advanced vehicle dynamics
- Geometrically correct 225 degrees field-of-view virtual world display
- Active Radio (Passive Radio System in the LE-1000)
- Emergency Light/Siren unit
- All-in-one Instructor Operator Station
- Training Currriculum Scenario Package
- Multi-Simulator networked response scenarios (N/C)
- Integrates with MILO Range training system
- Shared scenarios & instructor debrief tools

SYSTEM FEATURES

The MILO Range system offers a wide variety of features to enhance the training experience and to empower instructors to adapt the trainng to specific objectives. Depending on the system configuration and user requirements, any or all of these features can be included on a MILO Range system.

Lowlight & Flashlight

Provides interactive lowlight and flashlight simulation on any video scenario and many of the GraphX exercises

TAC

Provides video and audio recording of the training session for debrief and archiving

Touch Screen Operation

Simple, icon driven touch screen operation as well as support for mouse and keyboard operation

Custom Configurations

Primarily assembled with commercial electronics, our systems can be configured and built to any specification

SYSTEM FEATURES

The MILO Range system offers a wide variety of features to enhance the training experience and to empower instructors to adapt the trainng to specific objectives. Depending on the system configuration and user requirements, any or all of these features can be included on a MILO Range system.

Heart Rate Monitoring

Wearable device provides real time and AAR heart rates, providing valuable insight into the performance of the trainee during scenarios.

Green Screen

Using actors filmed on green screens, and varied background images or videos, the system can provide interactive training scenarios in any virtual environment

Role Playing

Allows live actors to be displayed on the projection screen, with all the same weapon and interactivity options as pre-filmed video scenarios

Shootback

Safe, effective projectile-based system which provides reinforcement of the threats seen on the system's projection screen

Recoil Kits

Real firearms, modified for safe, effective training

Our exclusive drop-in recoil kits work in real firearms by simply replacing some internal components in the weapon and can be installed or removed in minutes without any permanent modification to the firearm. Recoil effect is powered by disposable C02 bottles or refillable magazines.

Pistol Kits

Recoil kit features:

- Wireless operation
- No weapon modifications
- Includes MILO Range laser
- Installs in 5 minutes or less
- Supports magazine changes
- Disposable 12g CO2 bottles
- Refillable magazines
- Belt mount & floor tanks

Rifle Kits

Most models available for pistols & rifles. Custom models available.

Recoil Accessories

The MILO Range system offers a wide variety of accessories for the recoil kits including larger storage canisters, refill solutions, and maintenance kits

WRK Refill Station

Refill any WRK magazine. Includes 1 base station, CO2 tank and 1 mag adapter sled

WRK Refill Nozzle

Refill any magazine quickly using a large CO2 tank course. Includes nozzle and tank

WRK Quick Fill Adapter

Handheld WRK magazine refill. Uses 12g CO2 bottles. 2 to 3 refills per bottle

TRK Magazine with Belt Mount

Tethered magazine for WRK kits with belt-mount pack supporting hundreds of shots

WRK Refill Sled

Adapter sled for WRK refill magazine to be used in refill station

WRK Refill Magazine

Dedicated refill-only WRK magazine. Holds more CO2 than standard WRK magazines

WRK Maintenance Kit

Includes full set of rings, seals, common tools and replacement parts for WRK recoil kits

Recoil Laser

Recoil laser for use in WRK recoil kits

Additional Recoil Solutions

In addition to our WRK drop-in recoil kits, MILO Range Training Systems also offers the only recoil shotgun available for use of force simulation training as well as several round-based recoil solutions.

WRK Recoil Shotgun

- Complete, wireless recoil shotgun
- Laser & CO2 charger included
- Standard 12g pump model
- Refillable CO2 chamber

Airmunition

- Load & Eject refillable air rounds
- Supports magazine changes
- Compressed air instead of CO2

UTM

- Load & Eject consumable rounds
- Supports magazine changes
- Safe for indoor use

Most models available for pistols & rifles. Custom models available.

LESS LETHAL SOLUTIONS

In addition to firearms training, the MILO Range simulators support a wide array of less lethal weapons including ECD, chemical, and projectile based devices. The less lethal simulation weapons provide real experience in a safe and effective environment.

Taser & ECD Weapons

M26 X26 X26P X2

OC / Mace Simulation

MK3 Canister Design
Thumb or Trigger

Baton

All Baton Models Supported
Manual Instructor Branching

Launchers

37 / 40mm Launcher
Pepperball & FN303
Shotgun Beanbag

DRYFIRE FIREARM SOLUTIONS

Laser based firearms for safe, low maintenance training

Dryfire training involves the use of inert weapons, which activate a MILO Range laser by firing pin strike or hammer fall. Dryfire training provides a safe, low-cost, low-maintenance training weapon solution with little to no moving parts and no consumable, other than batteries.

Dryfire Pistol Laser

9mm .40 .45

Dryfire Shotgun Laser

12g pump action shotgun

Replica Pistol

Several models available

Replica Rifle

Several models available

Heavy Weapon Solutions

MILO Range Training Systems offers several weapon solutions as well as training content based on our exclusive GraphX technology. VBS3 training platform also available.

Electronic Recoil & Sensor Weapons

- Electric recoil system
- System controlled & monitored
- Simulate jams, reloads, & cook off

Available Models

M240
M249
M2 / .50 CAL

Custom models available. Contact for details

Replica Weapons

- Low cost, low maintenance
- Non-recoil
- Custom solutions available

Available Models

M240
M249
M2 / .50 CAL

Custom models available. Contact for details

MILO RANGE

Microsoft KINECT™ for Windows

YOUR MOVEMENT. YOUR VOICE. YOUR TRAINING.

MILO Range features Microsoft Kinect options and functionality for a variety of objectives. MILO Range with Kinect for Windows takes the realism of training, interactivity, and responsiveness to an entirely new level not seen before in use-of-force training systems.

Kinect Features:

- Baton swings
- Physical strikes & punches
- Detection of offensive & defensive tactics & positions
- Voice detection & recognition
- Head tracking for realistic 3D world view

MILO Range with Kinect for Windows can provide real-time adjustments to the scenario and graphics field of view based on trainee movement, position, and voice. This interactive feature provides innovative training experiences for many tactical applications including corner clearing training, defensive tactics and cover as wel as CQM and CQB exercises.

MILO
RANGE

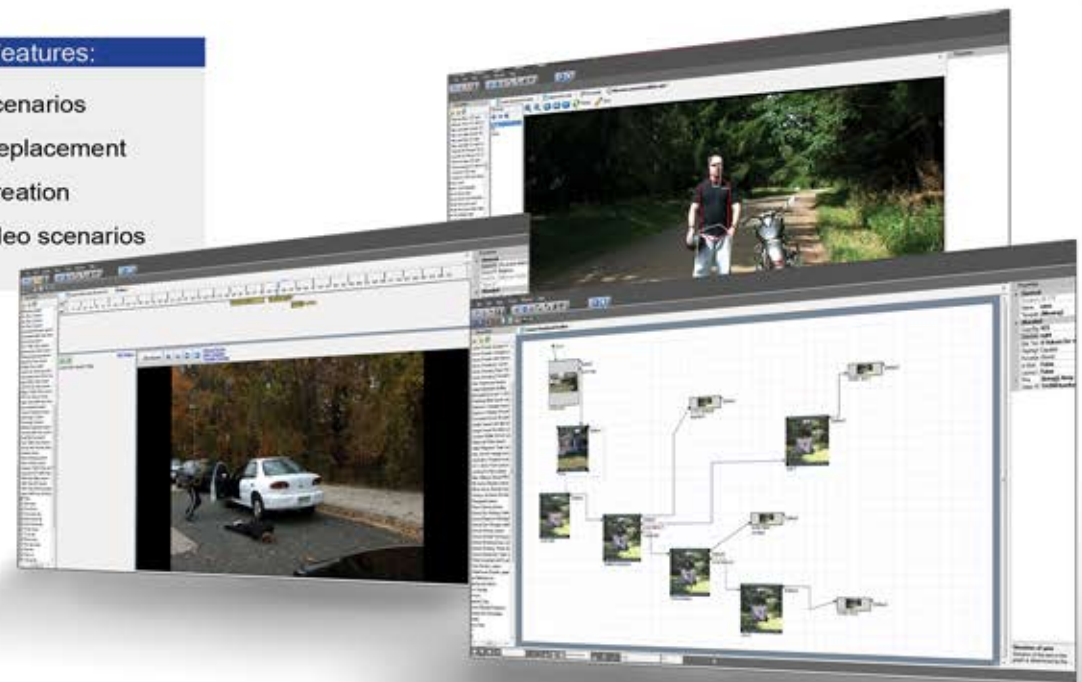
MILO Course Designer

CREATE YOUR OWN CONTENT.

The MILO Range system includes hundreds of interactive video training scenarios. With MILO Course Designer, any agency can easily create new interactive video scenarios for themselves in less than an hour.

MILO Course Designer Features:

- Edit & Create Full HD Video Scenarios
- Alternate or foreign language replacement
- Software wizard for scenario creation
- Simple, flow chart design to video scenarios



International Network

FAAC has over 20 years of localizing and supporting products all over the globe with our worldwide network of distributors and service partners. Contact us today for information about your local distributor in Europe, Asia, South America, Australia, or the Middle East.

FAAC INCORPORATED

International Advantages

- Local sales & service
- Localized software & documentation
- Scenario localization features & services
- Custom scenario & training content

Safe, realistic training that meets the needs of modern policing

MILO Range is a world-leading provider of interactive simulation training products and is widely regarded as the nation's fastest growing manufacturer of best-in-class crisis management training systems. Since 1994, our award-winning MILO Range product line has been continuously selected as the de-facto training simulator for all branches of law enforcement, military, security and public safety agencies throughout the United States and the world.

TRAIN. TEST. THRIVE

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MILO RANGE TRAINING SYSTEMS
1195 Oak Valley Drive
Ann Arbor, MI 48108
info@milorange.com
800-344-1707
milorange.com

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Greg Minor, Parks and Facilities Department Director, George Barber, Chief Procurement Officer**

DATE: **11/14/2023**

RE: **Miscellaneous: 'Cooperative Purchase', elevator products and services (OMNIA contract) - Parks and Facilities Department (Thyssenkrupp Elevator - $162,000).**

The Parks & Facilities department has determined that modernization of the elevators at City Hall, project #24PK01 and the City's Police Headquarters, project #24PK10, is required to maintain safe and working order as per State requirements listed below.

ASME A17.3-2015 Safety Code for Existing Elevators and Escalators, contains the Retroactive Requirement 3.10.12 System to Monitor and Prevent Automatic Operation of the Elevator with Faulty Door Contact Circuits, which states that the condition and position if elevator cab door locks must be monitored to prevent an elevator from operating when doors are open. All conveyances licensed by the State of Florida Bureau of Elevator Safety must comply of the above Code by December 31, 2023.

This requirement effects both the elevators at Police Department Headquarters and City Hall, both of these elevators are in excess of 35 years of age and the existing control system will not allow an integrated overlay "adaptation" of the existing controls and devices to accomplish the requirements of ASME A17.3-2015. This modernization of the elevators will include all controls to include the requirements of ASME A17.3-2015, the partial rebuilding of the elevator pump, and other miscellaneous device replacement to support the requirement of ASME A17.3-2015. Parks & Facilities staff reviewed contracts for these services and determined that the OMNIA contract best meets the scope of work required. This contract was originally awarded in 2020 and has been renewed through September 30, 2024.

In accordance with the City's Code of Ordinance, Section 38.13(F)(4) Cooperative Purchases and Piggyback Purchases: The City may purchase from any cooperative contract, including but not limited to: term contracts by the State of Florida, Federal General Services Administration, and other governmental cooperatives and entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes are obviated. Any such contracts equal to or in excess of one hundred thousand dollars ($100,000) shall go to the City Council for approval.

Staff is requesting to utilize the OMNIA Contract R200502: Elevator Industry Equipment, Repair, Related Products and Services, which expires September 30, 2024, for the purchase of Elevator Industry Equipment, Repair, Related Products and Services from Thyssenkrupp Elevator located in Atlanta, Georgia.

REQUESTING DEPARTMENT:
Parks and Facilities, Procurement

FISCAL IMPACT:
The total anticipated purchase is $162,000.00. Funding of $80,686 is currently available in account 001-4525-519-6301 for each project #24PK01 and 24PK10.

RECOMMENDATION:
Motion to approve the use of the OMNIA Contract R200502: Elevator Industry Equipment, Repair, Related Products and Services utilizing cooperative Omnia Contract R200502.

ATTACHMENTS:

Description

Palm Bay City Hall Elevator Modernization
Palm Bay Police Department Elevator Modernization

OMNIA R200502 - NCPA Compliant Proposal

Modernization Proposal

September 26, 2023

Palm Bay City Hall

Purchaser:	City Of Palm Bay	Location:	Palm Bay City Hall
Address:	120 Malabar Rd SE Palm Bay, FL 32907-3009	Address:	120 Malabar Rd SE Palm Bay, FL 32907-3009

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of Palm Bay (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$80,686.57** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:
- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Michael Moore
Sr Account Manager
michael.moore@tkelevator.com
+1 571 3820566

Modernization Proposal

SCOPE OF WORK

Grouping Name: 1

Equipment Type: Hydraulic	Speed: 100 fpm
2 Stops (2 Front /0 Rear)	Capacity: 2500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
	City Hall	US211990
CITY OF PALM BAY - City Hall	1	US211990

Description of Work

Controller
- Controller Machine Room Box
- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- Solid State Starters (6 or 12 leads) 230 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

Jack
- Packing
- Pipe Stands

Car
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway
- HN Boxes (per each 2 cars, grouped)
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit
- Pit Stop Switch
- Pit Ladder 12'' Wide

Cab

Door Equipment
- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Standard Clutch (Front) (for existing tkE HD operators or new UDO Drive only with new tkE clutch and pick-ups)
- Micro Light (Front)
- LD-16 Plus Drive Only (FRONT)
  - includes Car Top Inspection station (w/ alarm signal)

- Front Car Door and Hatch Side Restrictors (vanes) complete kit (Front)

Car Fixtures

- Main Car Station Includes Options Below
- • Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- Prior to 2004 Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking (Verbiage Engraved on Locked Compartment with Cast Symbol)
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Serial Boards for Hoistway Access
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Hoistway Access Switch (Standalone)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Flush Mounted) (#4 S/S (441))

The following items will be completed by third party labor or suppliers through the coordination of TK :

General Building - Support WBO

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

a. Execution of this Proposal
b. Payment for pre-production and engineering
c. Approval of layout (if applicable)
d. Execution of TK Elevator's Material Release Form

Modernization Proposal

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	11 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4 - 6 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.
25% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Modernization Proposal

Proposal price:		$80,686.57
Initial progress payment:	(50%)	$40,343.29
Material furnished:	(25%)	$20,171.64
Total of remaining progress payments:	(25%)	$20,171.64

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$288.00
Mechanic (OT) per hour	$486.00
Team (Standard) per hour	$518.00
Team (OT) per hour	$875.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure

a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
   a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
   b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
   c. Adequate bracing of entrance frames to prevent distortion during wall construction.
   d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/ knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
   e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
   f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
   g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:
   a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
   b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
   c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
   d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
   e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
   f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
   g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
   h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
   i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
   j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
   k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
   l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load

is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
   a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
   b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
   c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
   d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
   e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
   f. engineering, provision and installation of methane barriers or coordination/access;
   g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
   h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
   i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for “temporary use” of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser’s execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be $200.00 per calendar day per hydraulic elevator and $250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be $1,500.00 and a remobilization fee which shall be $5,000.00 via change order prior to scheduling a re-inspection.
c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's “Final Acceptance Form.“ The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's “Final Acceptance Form” shall not be unreasonably delayed or withheld.
d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
f. Purchaser agrees to accept a live demonstration of equipment’s owner-controlled features in lieu of any maintenance training required in the bid specifications.
g. Purchaser agrees to accept TK Elevator's standard owner’s manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a “device”). MAX will analyze the

unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the mileston mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.
In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.
If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.
"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Eighty Thousand Six Hundred Eighty Six Dollars and Fifty Seven Cents ($80,686.57) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of Palm Bay (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
(Print or Type Name)	Frank Hoover Branch Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

OMNIA R200502 - NCPA Compliant Proposal

Modernization Proposal

September 26, 2023

Palm Bay Police

Purchaser:	City Of Palm Bay	Location:	Palm Bay Police
Address:	130 Malabar Rd SE Palm Bay, FL 32907-3009	Address:	130 Malabar Rd SE Palm Bay, FL 32907-3009

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$80,686.60** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:
- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Michael Moore
Sr Account Manager
michael.moore@tkelevator.com
+1 571 3820566

Modernization Proposal

SCOPE OF WORK

Grouping Name: 1

Equipment Type: Hydraulic	Speed: 100 fpm
2 Stops (2 Front /0 Rear)	Capacity: 2500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
	Police Department	US211991
CITY OF PALM BAY - Police	1	US211991

Description of Work

Controller
- Controller Machine Room Box
- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- Solid State Starters (6 or 12 leads) 230 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

Jack
- Packing
- Pipe Stands

Car
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway
- HN Boxes (per each 2 cars, grouped)
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit
- Pit Stop Switch
- Pit Ladder 12'' Wide

Cab

Door Equipment
- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Standard Clutch (Front) (for existing tkE HD operators or new UDO Drive only with new tkE clutch and pick-ups)
- Micro Light (Front)
- Front Door Operator (SSSS) Additional Lead Time

- LD-16 Plus Drive Only (FRONT)
    - includes Car Top Inspection station (w/ alarm signal)
- Front Car Door and Hatch Side Restrictors (vanes) complete kit (Front)

Car Fixtures

- Main Car Station Includes Options Below
- • Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
    - Fan
    - Light
    - Independent
    - Stop
    - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- Prior to 2004 Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking (Verbiage Engraved on Locked Compartment with Cast Symbol)
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Serial Boards for Hoistway Access
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Hoistway Access Switch (Standalone)
- Terminal Hall Stations (Surface Mounted) with
    - Appendix O (Polycarbonate insert flame)
    - Fusion (#4 S/S (304))
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Flush Mounted) (#4 S/S (441))

The following items will be completed by third party labor or suppliers through the coordination of TK :

General Building - Support WBO

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

a. Execution of this Proposal
b. Payment for pre-production and engineering
c. Approval of layout (if applicable)
d. Execution of TK Elevator's Material Release Form

Modernization Proposal

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	11 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4 - 6 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.
25% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$80,686.60
Initial progress payment:	(50%)	$40,343.30
Material furnished:	(25%)	$20,171.65
Total of remaining progress payments:	(25%)	$20,171.65

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$288.00
Mechanic (OT) per hour	$486.00
Team (Standard) per hour	$518.00
Team (OT) per hour	$875.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure

a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
   a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
   b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
   c. Adequate bracing of entrance frames to prevent distortion during wall construction.
   d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/ knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
   e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
   f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
   g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:
   a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
   b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
   c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
   d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
   e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
   f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
   g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
   h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
   i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
   j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
   k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
   l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load

is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
   a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
   b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
   c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
   d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
   e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
   f. engineering, provision and installation of methane barriers or coordination/access;
   g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
   h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
   i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for “temporary use” of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser’s execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be $200.00 per calendar day per hydraulic elevator and $250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be $1,500.00 and a remobilization fee which shall be $5,000.00 via change order prior to scheduling a re-inspection.
c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's “Final Acceptance Form.“ The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's “Final Acceptance Form” shall not be unreasonably delayed or withheld.
d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
f. Purchaser agrees to accept a live demonstration of equipment’s owner-controlled features in lieu of any maintenance training required in the bid specifications.
g. Purchaser agrees to accept TK Elevator's standard owner’s manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a “device”). MAX will analyze the

unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the mileston mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.
In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.
If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.
"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Eighty Thousand Six Hundred Eighty Six Dollars and Sixty Cents ($80,686.60) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

(Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
(Print or Type Name)	Daniel Benoit Branch Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Mariano Augello, Police Chief; Valentino Perez, Public Works Director; George Barber, CPO**

DATE: **11/14/2023**

RE: **Miscellaneous: 'Piggyback Purchase', 'as needed' purchases of capital vehicles (Bradford County Sheriff's Office contract) - various departments (multiple vendors).**

The City of Palm Bay currently utilizes "Piggyback Contracts" to purchase vehicles, equipment, services, materials and supplies for various Departments to include the Police Department. Commodities and services are utilized to conduct each departments' day-to-day operations. The vehicles, services, equipment, materials, and supplies are purchased "as needed." Within the FY24 Approved and Amended Budget, multiple departments, including the Police Department, were allocated funding for the purchase of capital outlay needs including vehicles. The Police Department and Fleet Services are requesting consideration to utilize the Bradford County Sheriff's Office Contact # BCSO-22-27-1.0 for the purchase of twelve (12) Marked Patrol SUVs from Duval Ford (the primary awarded vendor for Ford vehicles under this contract). These vehicles have already been manufactured and are currently available on the lot and a letter of intent to purchase was issued by the Chief Procurement Office to hold them until Council approval of this contract has been obtained.

The project cost of this purchase is $564,856.92 which is funded between allocations within the Police Department's Support Services division ($282,428.46 associated with Project# 24PD07) and Police Impact Fees from both the 32908 ($94,142.82 associated with Project# 24PD08) and 32909 Nexus ($188,285.64 associated with Project# 24PD08).

The Fleet Services division is also requesting consideration to utilize this contract for all three of the approved vendors (Duval Ford, Bozard Ford, and Duval Chevrolet) for any future vehicle purchases that have been funded and approved by Council within FY24. Due to challenges with the vehicle industry, Fleets Services is having to utilize multiple available state and county contracts to fulfill the capital asset needs of the city departments.

The contract identified above was subject to a competitive solicitation process and was awarded by the Bradford County Sheriff's Office. Consideration is also requested to continue to utilize this contract if it is renewed, resolicited, or replaced, which may occur when an existing contract expires. Per the Procurement Manual, piggyback agreements generally expedite procurements and provide competitive pricing for items and services.

In accordance with the City's Code of Ordinance, Section 38.13(F)(4) Cooperative Purchases: The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or

services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation or the governmental entity Procurement official otherwise agrees to the use of such contract in writing. Any such contracts equal to or in excess of one hundred thousand dollars ($100,000) shall go to the City Council for approval.

Staff is requesting to utilize the Bradford County Sheriff's Office Contract# BCSO-22-27-1.0 for FY24 approved capital vehicle expenditures, including the twelve (12) Marked Patrol SUVs for the Police Department.

REQUESTING DEPARTMENT:
Public Works, Procurement, Police Department

FISCAL IMPACT:
No fiscal impact for this request as it is only seeking approval to utilize the provided contract for the purchase. For the pending purchase of the twelve (12) Marked Police Patrol SUVs, funding in the amount of $564,856.92 has been approved and allocated within the Police Department's Support Services division in Account# 001-5011-521-6403 ($282,428.46 associated with Project# 24PD07) and Police Impact Fees 32908 Nexus in Account# 184-5050-521-6403 ($94,142.82 associated with Project# 24PD08) and Police Impact Fees 32909 Nexus Account #186-5050-521-6403 ($188,285.64 associated with Project# 24PD08).

RECOMMENDATION:
Motion to approve FY 2024 purchases of capital vehicles and equipment on an "as needed" basis through utilization of the Bradford County Sheriff's Office Contract# BCSO-22-27-1, to include renewals, re-solicitations, and replacement contract if it expires, and only if funds are appropriated by Council.

ATTACHMENTS:

Description

BCSO-Vehicle-Contract-22-27-1.0-Duval-Ford
BCSO-Vehicle-Contract-22-27-1.0-Bozard-Ford
BCSO-Vehicle-Contract-22-27-1.0-Duval-Chevrolet
Letter of Intent - 2023 Ford Police Interceptor
Duval Ford Police Interceptors COPB Quote

Gordon Smith, Sheriff

SHERIFF

Bradford County

09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

1) Bozard Ford
2) Duval Ford
3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles;
Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:
Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:
No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

BRADFORD COUNTY
SHERIFF'S OFFICE
Gordon Smith
Sheriff

TITLE:	BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:	09/13/22
EFFECTIVE:	September 12, 2022
TERM:	FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A. SPECIFICATIONS B. PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referredto as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,

invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provideworkers' compensation coverage for all of VENDOR'S employees, and to maintain such generaland auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force atthe date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state of federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the

local governmental entity after approval by the governing body, if required; or

2. If a proper invoice is not received by the local governmental entity, the date:
   a. On which delivery of personal property is accepted by the local governmental entity;
   b. On which services are completed;
   c. On which the rental period begins; or
   d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month isconsidered as 1 month in computing interest. Unpaid interest is compounded monthly. Forthe purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes

L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating tothe validity, construction, interpretation, and enforcement of this AGREEMENT shall be institutedand litigated in the courts of the State of Florida, located in Bradford County, Florida, without regardto conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensurethat the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall payfor all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of suchtermination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS

None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimedby SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality ofany information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

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 FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agencyas provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within areasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
    a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
    b. Such notices must be sent by common carrier delivery service or by registered,

Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally,a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. VENDOR shall, upon request, provide evidence of compliance with this provision to SHERIFF. Failure to comply with this provision is a material breach of the Agreement, and the SHERIFF may choose to terminate the Agreement at any time at its sole discretion. VENDOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). VENDOR, by virtue of acceptance of the Purchase Order certifies that:

1. VENDOR and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.

2. VENDOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.

3. VENDOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.

4. The Subcontractor will provide VENDOR with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.

5. VENDOR must maintain a copy of such affidavit.

6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).

7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and payto the SHERIFF the net auction proceeds minus transport costs and $400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended. by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

Name

Date 9/13/22

VENDOR (Duval Ford)

Name Richard Tackett: GM

Date 9/13/2022

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

[Tab 4] Price Proposal

Attachment 1: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: Ford SVT, ST

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Medium Truck Chassis			
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
	>2022	E-Series Chassis and Cutaway			
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
	>2022	Mustang			
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Expedition			
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K.RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K.RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
	>2022	Bronco Sport SUV			
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
	>2022	Transit Connect Van			
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
	>2022	Superduty			
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW/C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW/C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW/C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW/C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	F150 SERIES			
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
	>2022	Bronco Full Size			
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
	>2022	Maverick Pickup			
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
	>2022	Explorer SUV			
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
	>2022	Transit Connect			
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
	>2022	Escape SUV			
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
	>2022	Police Vehicles			
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Tab 4: Part 2, AMO percent Markup

Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.

AMO. ITEM #	Category	OEM Brand	Ceiling % Markup	Note
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchgaurd	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
141	WheelChair	Braun	15%	
142	WheelChair	Century	15%	
143	WheelChair	Mobility Works	15%	
144	WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge $2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

__DUVAL FORD_____does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contract Number BCSO 22-27-1.0

Bidder's Signature

9/5/22

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a $400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

[CATEGORY 1.0] PRICING

CLICK SORT TO SEE RANKING

		Enter Bidder Name	Enter Bidder % over cost for vehicles bid	RANKING
Ranking: First	DEALER	Duval Ford	1.65	1
Ranking: Second		Bozard	4.75	2
Ranking: Third		No Bid	0	3
Ranking: Fourth		No Bid	0	4
Ranking: Fifth		No Bid	0	5
Ranking: Sixth		No Bid	0	6

Lowest % Markup = 56 pts	56
Second Finish = 44	44
Third and beyond = 0	0

STEP ONE: ENTER DEALER NAME AND BID %

STEP TWO: SORT BY CLICKING SORT BUTTON ON PERCENT ASCENDING

PROPOSAL POINTS TOOL

		TAB ONE			TAB 2				TAB 3		TOTAL
	DEALER	EXECUTIVE SUMMARY	BUSINESS LOCATION	REFERENCES	OEM CERTIFICATION	DEALER REGISTRATION	REPRESENTATATIONS & CERTIFICATION	LOCAL VENDOR AFFIDAVIT	FINANCIALS	W9	
	POINTS VALUE	4	3	3	4	2	2	2	3	2	
DEALER	Duval Ford	4	3	3	4	2	2	2	3	2	25
	Bozard	4	3	3	4	2	2	2	3	2	25
	No Bid	0									0
	No Bid	0									0
	No Bid	0									0
	No Bid	0									0

STEP THREE: VALIDATE DOCUMENTS WERE RECEIVED IN NOTEBOOK TABS 1-3

	DEALER	Category 1 Points		CAT2: Florida: YES/NO	Category 2 points	DEALER COUNTY	Bradford/ Clay/ Duval/St Johns or Nassau	Category 3 Points	Cat 4 highest volume	Category 4 Points	Category 5 Points	TOTAL POINTS
DEALER	Duval Ford	56		YES	5	DUVAL	YES	4	HIGHEST	35	25	125
	Bozard	44		YES	5	ST JOHNS	YES	4		0	20	73
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0

STEP 4: CLICK YES/NO

STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the ***Bradford County Telegraph***, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: **8/25 & 9/1/22 BCT.**

Affiant further says that the said ***Bradford County Telegraph*** is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

M Goodge

Mary Goodge, Publisher's Assistant

STATE OF **FLORIDA**
COUNTY OF **BRADFORD**

The foregoing instrument was acknowledged before me this 2nd day of September, 2022.

By: Mary Goodge who is ✓ **personally** known to me who did (did not) take an oath.

Notary Public - **HEATHER WHEELER**

STATE OF FLORIDA
My Commission expires: **July 17, 2026**

SEAL

HEATHER WHEELER
Commission # HH 242059
Expires July 17, 2026

REQUEST FOR PROPOSAL
The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website; bradfordsheriff.org
8/25 2tchg 9/1-BCT

Gordon Smith, Sheriff

SHERIFF

Bradford County

09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

1) Bozard Ford
2) Duval Ford
3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles;
Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:
Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:
No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

BRADFORD COUNTY
SHERIFF'S OFFICE
Gordon Smith
Sheriff

TITLE:	BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:	09/13/22
EFFECTIVE:	September 12, 2022
TERM:	FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A. SPECIFICATIONS B. PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Bozard Ford**, (hereinafter referred to as "VENDOR") whose address is **540 Outlet Mall Blvd (St. Augustine, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referredto as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,

invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provideworkers' compensation coverage for all of VENDOR'S employees, and to maintain such generaland auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.

Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force atthe date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state of federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the

local governmental entity after approval by the governing body, if required; or

2. If a proper invoice is not received by the local governmental entity, the date:
   a. On which delivery of personal property is accepted by the local governmental entity;
   b. On which services are completed;
   c. On which the rental period begins; or
   d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month isconsidered as 1 month in computing interest. Unpaid interest is compounded monthly. Forthe purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating tothe validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regardto conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensurethat the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall payfor all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of suchtermination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS

None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimedby SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality ofany information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

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 FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agencyas provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within areasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
    a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
    b. Such notices must be sent by common carrier delivery service or by registered,

Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally,a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. VENDOR shall, upon request, provide evidence of compliance with this provision to SHERIFF. Failure to comply with this provision is a material breach of the Agreement, and the SHERIFF may choose to terminate the Agreement at any time at its sole discretion. VENDOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). VENDOR, by virtue of acceptance of the Purchase Order certifies that:

1. VENDOR and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.

2. VENDOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.

3. VENDOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.

4. The Subcontractor will provide VENDOR with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.

5. VENDOR must maintain a copy of such affidavit.

6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).

7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and payto the SHERIFF the net auction proceeds minus transport costs and $400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended. by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office	VENDOR (Bozard Ford)
Name	Name
9/13/22	9/16/22
Date	Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

BOZARD Ford

GOVERNMENT FLEET

TAB 4: PRICE PROPOSAL

PART 1. OEM

PART 2. SECOND STAGE MANUFACTURING

PAGE 3. DELIVERY CHARGES

Price Proposal

Part 1:

Bozard Ford proposes the following percentage "profit" over dealer invoice (AFTER GOVERNMENT CONCESSION). This percentage includes all profit, prep fees, delivery to the Bradford County Sheriff's Office and BCSO contract fee.

OEM	Representative Models	Percentage Profit
Ford Motor Company	All Models available to Government Agencies. Including but not limited to Police Vehicles, Sedans, Light Trucks, SUV's, Medium Duty Trucks (excludes SVT and Specialty vehicles such as Raptor)	4.75%

Price Proposal

Part 2:

Bozard Ford proposes a 13.5% mark up over "DEALER COST" (to include stocking expenses, freight, labor to install), on the following Manufacturer makes whether purchased directly or through distribution.

AUTOCRANE	STELLAR	LIFTMOORE	VENTURO
TIGER	VMAC	VANAIR	BOSS
CAS	AMERICAN HYDRAULIC	KNAPHEIDE	CM BODIES
GODWIN	CRYSTEEL	RUGBY	BLUE RIDGE
DURACLASS (FX)	HOOKLIFT	SWITCH N GO	VENCO
TPL LUBE BODY SKIDS	TOMMY GATE	MAXON LIFTGATE	DHOLLANDIA LIFTGATE
ANTEO LIFTGATES	THIEMAN LIFTGATES	COMPLETE VAN BODY	CONYERS MFG
MASTERACK	LEGEND	KARGO MASTER	PRIME DESIGN
WEATHERGUARD	BUYERS PRODUCTS	UWS	CURT
BETTERBUILT	ENPAK/MILLER	US TARP	CHELSEA
MUNCIE	DECKED	DURALIFT AERIAL	AXION AERIAL
CHALLENGER AERIAL	TRAFCON SIGNALS	READING BODIES	DAKOTA BODIES
ADRIAN STEEL	READY LIFT	LINEX	AMERICAN ALUMINUM
TOFF LINERS	OX BODIES	FUEL WHEELS	NITTO TIRES
WARN	PRO-COMP	AMERICAN RACING	TRAIL FX
ARE	EXTANG	RETRAX	MONSTER LIGHTS
KC LIGHTS	LEER	THULY RACKS	FORD ACCESSORIES
REESE	DRAW-TITE	AMP RESEARCH	WING SYSTEMS CNG
GRAPHIC DESIGNS INTERNATIONAL DECALS		3M WINDOW TINT	911 SIGNAL
ABLE2 PRODUCTS	BROOKINGS INDUST.	CODE 3	D&R ELECTRONICS
ECCO	FEDERAL SIGNAL	FENIEX	GOLIGHT
MAXXIMA	SOUND OFF SIGNAL	STAR WARNING	UNITY SPOTLIGHT

WHELEN ENGINEERING	ACEK9/RADIOTRONICS	GO-RHINO	HAVIS SHIELD
JOTTO DESK	LAGUNA	PRO-GARD	PRISONER TRANSPORT SYS
RANCH HAND	RAY ALLEN	SETINA	TROY PRODUCTS
WESTIN	BIG SKY GUN RACKS	CARGO GLIDE	SANTA CRUZ GUN LOCKS
TRUCK VAULT	TUFFY	TUFLOC	BROTHER MOBILE SOLUTIONS
GAMBER JOHNSON	LUND	PANASONIC	RAM
SAMSUNG	APOLLO VIDEO	DECATUR ELECTONICS	DIGITAL ALLY
GENETEC	L3 MOBILE VISION	POINT BLANK	REARVIEW SAFETY
ROSTRA	STALKER	UTILITY	WATCHGUARD
BAYCO	MAGLIGHT	PELICAN	STREAMLIGHT
SURE FIRE	BAKFLIP	SPACEKAP	WAGAN INVERTERS
KEYSTONE AUTOMOTIVE			

**** CSPR - CUSTOMER SPECIAL PARTS REQUESTS WILL BE OFFERED AT THE SAME PRICING CONTINGENT UPON AVAILABILITY. PLEASE SPECIFY MANUFACTURER, PRODUCT, DESCRIPTION AND PART NUMBER IF POSSIBLE.

Price Proposal

Part 3:

Bozard Ford proposes a delivery charge of $ 0.35 a mile for deliveries made to any location other than the BCSO office up to 500 miles from 540 Outlet Mall Blvd, St. Augustine, FL 32084. This fee covers driver and fuel expense.

[CATEGORY 1.0] PRICING

CLICK SORT TO SEE RANKING

	DEALER	Enter Bidder Name	Enter Bidder % over cost for vehicles bid	RANKING
Ranking: First		Duval Ford	1.65	1
Ranking: Second		Bozard	4.75	2
Ranking: Third		No Bid	0	3
Ranking: Fourth		No Bid	0	4
Ranking: Fifth		No Bid	0	5
Ranking: Sixth		No Bid	0	6

Lowest % Markup = 56 pts	56
Second Finish = 44	44
Third and beyond = 0	0

STEP ONE: ENTER DEALER NAME AND BID %

STEP TWO: SORT BY CLICKING SORT BUTTON ON PERCENT ASCENDING

PROPOSAL POINTS TOOL

	DEALER	TAB ONE			TAB 2				TAB 3		TOTAL
		EXECUTIVE SUMMARY	BUSINESS LOCATION	REFERENCES	OEM CERTIFICATION	DEALER REGISTRATION	REPRESENTATATIONS & CERTIFICATION	LOCAL VENDOR AFFIDAVIT	FINANCIALS	W9	
POINTS VALUE		4	3	3	4	2	2	2	3	2	
DEALER	Duval Ford	4	3	3	4	2	2	2	3	2	25
	Bozard	4	3	3	4	2	2	2	3	2	25
	No Bid	0									0
	No Bid	0									0
	No Bid	0									0
	No Bid	0									0

STEP THREE: VALIDATE DOCUMENTS WERE RECEIVED IN NOTEBOOK TABS 1-3

	DEALER	Category 1 Points		CAT2: Florida: YES/NO	Category 2 points	DEALER COUNTY	Bradford/ Clay/ Duval/St Johns or Nassau	Category 3 Points	Cat 4 highest volume	Category 4 Points	Category 5 Points	TOTAL POINTS
DEALER	Duval Ford	56		YES	5	DUVAL	YES	4	HIGHEST	35	25	125
	Bozard	44		YES	5	ST JOHNS	YES	4		0	20	73
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0

STEP 4: CLICK YES/NO

STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the ***Bradford County Telegraph***, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: **8/25 & 9/1/22 BCT.**

Affiant further says that the said ***Bradford County Telegraph*** is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

M Goodge

Mary Goodge, Publisher's Assistant

STATE OF **FLORIDA**
COUNTY OF **BRADFORD**

The foregoing instrument was acknowledged before me this 2nd day of September, 2022.

By: Mary Goodge who is ✓ **personally** known to me who did (did not) take an oath.

Notary Public - **HEATHER WHEELER**

STATE OF FLORIDA
My Commission expires: **July 17, 2026**

SEAL

HEATHER WHEELER
Commission # HH 242059
Expires July 17, 2026

REQUEST FOR PROPOSAL
The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website; bradfordsheriff.org
8/25 2tchg 9/1-BCT

Gordon Smith, Sheriff

SHERIFF

Bradford County

09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

1) Bozard Ford
2) Duval Ford
3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles;
Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:
Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:
No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

BRADFORD COUNTY
SHERIFF'S OFFICE
Gordon Smith
Sheriff

TITLE:	BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:	09/13/22
EFFECTIVE:	September 12, 2022
TERM:	FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A. SPECIFICATIONS B. PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Chevrolet**, (hereinafter referred to as"VENDOR") whose address is **1018 North Temple Ave (Starke, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referredto as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,

invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provideworkers' compensation coverage for all of VENDOR'S employees, and to maintain such generaland auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force atthe date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state of federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the

local governmental entity after approval by the governing body, if required; or

2. If a proper invoice is not received by the local governmental entity, the date:
   a. On which delivery of personal property is accepted by the local governmental entity;
   b. On which services are completed;
   c. On which the rental period begins; or
   d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month isconsidered as 1 month in computing interest. Unpaid interest is compounded monthly. Forthe purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating tothe validity, construction, interpretation, and enforcement of this AGREEMENT shall be institutedand litigated in the courts of the State of Florida, located in Bradford County, Florida, without regardto conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensurethat the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall payfor all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of suchtermination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimedby SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality ofany information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

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 FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agencyas provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within areasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
    a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
    b. Such notices must be sent by common carrier delivery service or by registered,

Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally,a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. VENDOR shall, upon request, provide evidence of compliance with this provision to SHERIFF. Failure to comply with this provision is a material breach of the Agreement, and the SHERIFF may choose to terminate the Agreement at any time at its sole discretion. VENDOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). VENDOR, by virtue of acceptance of the Purchase Order certifies that:

1. VENDOR and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.

2. VENDOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.

3. VENDOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.

4. The Subcontractor will provide VENDOR with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.

5. VENDOR must maintain a copy of such affidavit.

6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).

7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and payto the SHERIFF the net auction proceeds minus transport costs and $400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended. by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

Name

9/13/22
Date

VENDOR (Duval Chevrolet)

Name Richard Tackett: GM

9/13/2022
Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

[Tab 4] Price Proposal

Attachment 1: Chevrolet OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Chevrolet AMO percent markup table

Attachment (2a): Exclusions: Corvette

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	MODEL YEAR	VEHICLE TYPE	MODEL CODE	PACKAGE AVAILABILITY	CONTRACT % MARKUP OVER INVOICE
	>2022	CAR			
1	>2022	BOLT EV LT	1FB48	All Oem Pkg's Packages	1.65%
2	>2022	BOLT EV 2LT	1FC48	All Oem Pkg's Packages	1.65%
3	>2022	CAMARO V6 COUPE BASE	1AG37	All Oem Pkg's Packages	1.65%
4	>2022	CAMARO V6 COUPE MID	1AH37	All Oem Pkg's Packages	1.65%
5	>2022	CAMARO V8 COUPE BASE	1AJ37	All Oem Pkg's Packages	1.65%
6	>2022	CAMARO V8 COUPE 2SS	1AK37	All Oem Pkg's Packages	1.65%
7	>2022	CAMARO ZL1	1AL37	All Oem Pkg's Packages	1.65%
8	>2022	CAMARO V6 CONVERTIBLE LT	1AG67	All Oem Pkg's Packages	1.65%
9	>2022	CAMARO V6 CONVERTIBLE MID	1AH67	All Oem Pkg's Packages	1.65%
10	>2022	CAMARO V8 CONVERTIBLE BASE	1AJ67	All Oem Pkg's Packages	1.65%
11	>2022	CAMARO V8 CONVERTIBLE 2SS	1AK67	All Oem Pkg's Packages	1.65%
12	>2022	CAMARO ZL1 CONVERTIBLE	1AL67	All Oem Pkg's Packages	1.65%
13	>2022	CORVETTE STINGRAY	1YC07	All Oem Pkg's Packages	1.65%
14	>2022	CORVETTE Z06	1YH07	All Oem Pkg's Packages	1.65%
15	>2022	CORVETTE STINGRAY CONVERTIBLE	1YC67	All Oem Pkg's Packages	1.65%
16	>2022	CORVETTE Z06 CONVERTIBLE	1YH67	All Oem Pkg's Packages	1.65%
17	>2022	MALIBU BASE	1ZC69	All Oem Pkg's Packages	1.65%
18	>2022	MALIBU RS	1ZS69	All Oem Pkg's Packages	1.65%
19	>2022	MALIBU LT	1ZD69	All Oem Pkg's Packages	1.65%
20	>2022	MALIBU 2LT	1ZF69	All Oem Pkg's Packages	1.65%
	>2022	SUV			
21	>2022	BLAZER LT	1NK26	All Oem Pkg's Packages	1.65%
22	>2022	BLAZER RS	1NL26	All Oem Pkg's Packages	1.65%
23	>2022	BLAZER PREMIER	1NM26	All Oem Pkg's Packages	1.65%
24	>2022	BLAZER AWD LT	1NR26	All Oem Pkg's Packages	1.65%
25	>2022	BLAZER AWD RS	1NS26	All Oem Pkg's Packages	1.65%
26	>2022	BLAZER AWD PREMIER	1NT26	All Oem Pkg's Packages	1.65%
27	>2022	BOLT EUV	1FF48	All Oem Pkg's Packages	1.65%
28	>2022	BOLT EUV PREMIER	1FG48	All Oem Pkg's Packages	1.65%
29	>2022	EQUINOX BASE	1XP26	All Oem Pkg's Packages	1.65%
30	>2022	EQUINOX MID	1XR26	All Oem Pkg's Packages	1.65%
31	>2022	EQUINOX PREMIER	1XS26	All Oem Pkg's Packages	1.65%
32	>2022	EQUINOX AWD BASE	1XX26	All Oem Pkg's Packages	1.65%
33	>2022	EQUINOX AWD MID	1XY26	All Oem Pkg's Packages	1.65%
34	>2022	EQUINOX AWD PREMIER	1XZ26	All Oem Pkg's Packages	1.65%
35	>2022	SUBURBAN 2WD	CC10906	All Oem Pkg's Packages	1.65%
36	>2022	SUBURBAN 4WD	CK10906	All Oem Pkg's Packages	1.65%
37	>2022	TAHOE 2WD	CC10706	All Oem Pkg's Packages	1.65%
38	>2022	TAHOE 4WD	CK10706	All Oem Pkg's Packages	1.65%
39	>2022	TRAILBLAZER LS	1TR56	All Oem Pkg's Packages	1.65%

ITEM NUMBER	MODEL YEAR	VEHICLE TYPE	MODEL CODE	PACKAGE AVAILABILITY	CONTRACT % MARKUP OVER INVOICE
40	>2022	TRAILBLAZER LT	1TU56	All Oem Pkg's Packages	1.65%
41	>2022	TRAILBLAZER SA	1TS56	All Oem Pkg's Packages	1.65%
42	>2022	TRAILBLAZER RS	1TT56	All Oem Pkg's Packages	1.65%
43	>2022	TRAILBLAZER AWD LS	1TV56	All Oem Pkg's Packages	1.65%
44	>2022	TRAILBLAZER AWD LT	1TW56	All Oem Pkg's Packages	1.65%
45	>2022	TRAILBLAZER AWD SA	1TX56	All Oem Pkg's Packages	1.65%
46	>2022	TRAILBLAZER AWD RS	1TY56	All Oem Pkg's Packages	1.65%
47	>2022	TRAVERSE BASE	1NB56	All Oem Pkg's Packages	1.65%
48	>2022	TRAVERSE MID	1NC56	All Oem Pkg's Packages	1.65%
49	>2022	TRAVERSE HIGH	1NE56	All Oem Pkg's Packages	1.65%
50	>2022	TRAVERSE AWD BASE	1NV56	All Oem Pkg's Packages	1.65%
51	>2022	TRAVERSE AWD MID	1NW56	All Oem Pkg's Packages	1.65%
52	>2022	TRAVERSE AWD HIGH	1NX56	All Oem Pkg's Packages	1.65%
	>2022	**VANS**			
53	>2022	EXPRESS CARGO 2500 135"	CG23405	All Oem Pkg's Packages	1.65%
54	>2022	EXPRESS CARGO 2500 155"	CG23705	All Oem Pkg's Packages	1.65%
55	>2022	EXPRESS CARGO 3500 135"	CG33405	All Oem Pkg's Packages	1.65%
56	>2022	EXPRESS CARGO 3500 155"	CG33705	All Oem Pkg's Packages	1.65%
57	>2022	EXPRESS PASS 2500 135"	CG23406	All Oem Pkg's Packages	1.65%
58	>2022	EXPRESS PASS 3500 135"	CG33406	All Oem Pkg's Packages	1.65%
59	>2022	EXPRESS PASS 3500 155"	CG33706	All Oem Pkg's Packages	1.65%
	>2022	**PICKUP TRUCKS**			
60	>2022	SILVERADO 1500 REG 126"	CC10703	All Oem Pkg's Packages	1.65%
61	>2022	SILVERADO 1500 REG 140"	CC10903	All Oem Pkg's Packages	1.65%
62	>2022	SILVERADO 1500 DOUBLE	CC10753	All Oem Pkg's Packages	1.65%
63	>2022	SILVERADO 1500 CREW 147"	CC10543	All Oem Pkg's Packages	1.65%
64	>2022	SILVERADO 1500 CREW 157"	CC10743	All Oem Pkg's Packages	1.65%
65	>2022	SILVERADO 1500 4WD REG 126"	CK10703	All Oem Pkg's Packages	1.65%
66	>2022	SILVERADO 1500 4WD REG 140"	CK10903	All Oem Pkg's Packages	1.65%
67	>2022	SILVERADO 1500 4WD DOUBLE	CK10753	All Oem Pkg's Packages	1.65%
68	>2022	SILVERADO 1500 4WD CREW 147"	CK10543	All Oem Pkg's Packages	1.65%
69	>2022	SILVERADO 1500 4WD CREW 157"	CK10743	All Oem Pkg's Packages	1.65%
70	>2022	SILVERADO 2500HD REG	CC20903	All Oem Pkg's Packages	1.65%
71	>2022	SILVERADO 2500HD DOUBLE 149"	CC20753	All Oem Pkg's Packages	1.65%
72	>2022	SILVERADO 2500HD DOUBLE 162"	CC20953	All Oem Pkg's Packages	1.65%
73	>2022	SILVERADO 2500HD CREW 159"	CC20743	All Oem Pkg's Packages	1.65%
74	>2022	SILVERADO 2500HD CREW 172"	CC20943	All Oem Pkg's Packages	1.65%
75	>2022	SILVERADO 2500HD 4WD REG	CK20903	All Oem Pkg's Packages	1.65%
76	>2022	SILVERADO 2500HD 4WD DOUBLE 149"	CK20753	All Oem Pkg's Packages	1.65%

ITEM NUMBER	MODEL YEAR	VEHICLE TYPE	MODEL CODE	PACKAGE AVAILABILITY	CONTRACT % MARKUP OVER INVOICE
77	>2022	SILVERADO 2500HD 4WD DOUBLE 162"	CK20953	All Oem Pkg's Packages	1.65%
78	>2022	SILVERADO 2500HD 4WD CREW 159"	CK20743	All Oem Pkg's Packages	1.65%
79	>2022	SILVERADO 2500HD 4WD CREW 172"	CK20943	All Oem Pkg's Packages	1.65%
80	>2022	SILVERADO 3500HD REG	CC30903	All Oem Pkg's Packages	1.65%
81	>2022	SILVERADO 3500HD DOUBLE 162"	CC30953	All Oem Pkg's Packages	1.65%
82	>2022	SILVERADO 3500HD CREW 159"	CC30743	All Oem Pkg's Packages	1.65%
83	>2022	SILVERADO 3500HD CREW 172"	CC30943	All Oem Pkg's Packages	1.65%
84	>2022	SILVERADO 3500HD 4WD REG	CK30903	All Oem Pkg's Packages	1.65%
85	>2022	SILVERADO 3500HD 4WD DOUBLE 162"	CK30953	All Oem Pkg's Packages	1.65%
86	>2022	SILVERADO 3500HD 4WD CREW 159"	CK30743	All Oem Pkg's Packages	1.65%
87	>2022	SILVERADO 3500HD 4WD CREW 172"	CK30943	All Oem Pkg's Packages	1.65%
	>2022	**CHASSIS-CABS**			
88	>2022	SILVERADO 3500HD CC REG 60" CA	CC31003	All Oem Pkg's Packages	1.65%
89	>2022	SILVERADO 3500HD CC REG 84.5" CA	CC31403	All Oem Pkg's Packages	1.65%
90	>2022	SILVERADO 3500HD CC CREW 60" CA	CC31043	All Oem Pkg's Packages	1.65%
91	>2022	SILVERADO 3500HD CC 4WD REG 60" CA	CK31003	All Oem Pkg's Packages	1.65%
92	>2022	SILVERADO 3500HD CC 4WD REG 84.5" CA	CK31403	All Oem Pkg's Packages	1.65%
93	>2022	SILVERADO 3500HD CC 4WD CREW 60" CA	CK31043	All Oem Pkg's Packages	1.65%
94	**>2022**	**MEDIUM DUTY TRUCKS**			
95	>2022	3500 LCF GAS REG 109"	CP11003	All Oem Pkg's Packages	1.65%
96	>2022	3500 LCF GAS REG 132.5"	CP12003	All Oem Pkg's Packages	1.65%
97	>2022	3500 LCF GAS REG 150"	CP13003	All Oem Pkg's Packages	1.65%
98	>2022	3500 LCF GAS REG 176"	CP14003	All Oem Pkg's Packages	1.65%
99	>2022	3500 LCF GAS CREW 150"	CP13043	All Oem Pkg's Packages	1.65%
100	>2022	3500 LCF GAS CREW 176"	CP14043	All Oem Pkg's Packages	1.65%
101	>2022	4500 LCF GAS REG 109"	CP31003	All Oem Pkg's Packages	1.65%
102	>2022	4500 LCF GAS REG 132.5"	CP32003	All Oem Pkg's Packages	1.65%
103	>2022	4500 LCF GAS REG 150"	CP33003	All Oem Pkg's Packages	1.65%
104	>2022	4500 LCF GAS REG 176"	CP34003	All Oem Pkg's Packages	1.65%
105	>2022	4500 LCF GAS CREW 150"	CP33043	All Oem Pkg's Packages	1.65%
106	>2022	4500 LCF GAS CREW 176"	CP34043	All Oem Pkg's Packages	1.65%

ITEM NUMBER	MODEL YEAR	VEHICLE TYPE	MODEL CODE	PACKAGE AVAILABILITY	CONTRACT % MARKUP OVER INVOICE
107	>2022	4500 LCF DIESEL REG 109"	CT31003	All Oem Pkg's Packages	1.65%
108	>2022	4500 LCF DIESEL REG 132.5"	CT32003	All Oem Pkg's Packages	1.65%
109	>2022	4500 LCF DIESEL REG 150"	CT33003	All Oem Pkg's Packages	1.65%
110	>2022	4500 LCF DIESEL REG 176"	CT34003	All Oem Pkg's Packages	1.65%
111	>2022	4500 LCF DIESEL CREW 150"	CT33043	All Oem Pkg's Packages	1.65%
112	>2022	4500 LCF DIESEL CREW 176"	CT34043	All Oem Pkg's Packages	1.65%
113	>2022	4500XD LCF DIESEL REG 109"	CT41003	All Oem Pkg's Packages	1.65%
114	>2022	4500XD LCF DIESEL REG 132.5"	CT42003	All Oem Pkg's Packages	1.65%
115	>2022	4500XD LCF DIESEL REG 150"	CT43003	All Oem Pkg's Packages	1.65%
116	>2022	4500XD LCF DIESEL REG 176"	CT44003	All Oem Pkg's Packages	1.65%
117	>2022	4500XD LCF DIESEL CREW 150"	CT43043	All Oem Pkg's Packages	1.65%
118	>2022	4500XD LCF DIESEL CREW 176"	CT44043	All Oem Pkg's Packages	1.65%
119	>2022	5500 LCF DIESEL REG 109"	CT51003	All Oem Pkg's Packages	1.65%
120	>2022	5500 LCF DIESEL REG 132.5"	CT52003	All Oem Pkg's Packages	1.65%
121	>2022	5500 LCF DIESEL REG 150"	CT53003	All Oem Pkg's Packages	1.65%
122	>2022	5500 LCF DIESEL REG 176"	CT54003	All Oem Pkg's Packages	1.65%
123	>2022	5500 LCF DIESEL REG 200"	CT55003	All Oem Pkg's Packages	1.65%
124	>2022	5500 LCF DIESEL CREW 150"	CT53043	All Oem Pkg's Packages	1.65%
125	>2022	5500 LCF DIESEL CREW 176"	CT54043	All Oem Pkg's Packages	1.65%
126	>2022	5500XD LCF DIESEL REG 109"	CT61003	All Oem Pkg's Packages	1.65%
127	>2022	5500XD LCF DIESEL REG 132.5"	CT62003	All Oem Pkg's Packages	1.65%
128	>2022	5500XD LCF DIESEL REG 150"	CT63003	All Oem Pkg's Packages	1.65%
129	>2022	5500XD LCF DIESEL REG 176"	CT64003	All Oem Pkg's Packages	1.65%
130	>2022	5500XD LCF DIESEL REG 200"	CT65003	All Oem Pkg's Packages	1.65%
131	>2022	5500XD LCF DIESEL REG 212"	CT66003	All Oem Pkg's Packages	1.65%
132	>2022	5500XD LCF DIESEL CREW 150"	CT63043	All Oem Pkg's Packages	1.65%
133	>2022	5500XD LCF DIESEL CREW 176"	CT64043	All Oem Pkg's Packages	1.65%
134	>2022	6500XD LCF DIESEL REG 152"	CT73203	All Oem Pkg's Packages	1.65%
135	>2022	6500XD LCF DIESEL REG 170"	CT73903	All Oem Pkg's Packages	1.65%
136	>2022	6500XD LCF DIESEL REG 188"	CT74503	All Oem Pkg's Packages	1.65%
137	>2022	6500XD LCF DIESEL REG 200"	CT75003	All Oem Pkg's Packages	1.65%
138	>2022	6500XD LCF DIESEL REG 212"	CT76003	All Oem Pkg's Packages	1.65%
139	>2022	6500XD LCF DIESEL REG 224"	CT76503	All Oem Pkg's Packages	1.65%
140	>2022	6500XD LCF DIESEL CREW 236"	CT77603	All Oem Pkg's Packages	1.65%
141	>2022	6500XD LCF DIESEL CREW 248"	CT78803	All Oem Pkg's Packages	1.65%
142	>2022	7500XD LCF DIESEL REG 152"	CT83203	All Oem Pkg's Packages	1.65%
143	>2022	7500XD LCF DIESEL REG 170"	CT83903	All Oem Pkg's Packages	1.65%
144	>2022	7500XD LCF DIESEL REG 188"	CT84503	All Oem Pkg's Packages	1.65%
145	>2022	7500XD LCF DIESEL REG 200"	CT85003	All Oem Pkg's Packages	1.65%
146	>2022	7500XD LCF DIESEL REG 212"	CT86003	All Oem Pkg's Packages	1.65%
147	>2022	7500XD LCF DIESEL REG 224"	CT86503	All Oem Pkg's Packages	1.65%
148	>2022	7500XD LCF DIESEL CREW 236"	CT87603	All Oem Pkg's Packages	1.65%

ITEM NUMBER	MODEL YEAR	VEHICLE TYPE	MODEL CODE	PACKAGE AVAILABILITY	CONTRACT % MARKUP OVER INVOICE
149	>2022	7500XD LCF DIESEL CREW 248"	CT88803	All Oem Pkg's Packages	1.65%
150	>2022	SILVERADO MD REG	CC56403	All Oem Pkg's Packages	1.65%
151	>2022	SILVERADO MD CREW	CC56043	All Oem Pkg's Packages	1.65%
152	>2022	SILVERADO MD 4WD REG	CK56403	All Oem Pkg's Packages	1.65%
153	>2022	SILVERADO MD 4WD CREW	CK56043	All Oem Pkg's Packages	1.65%
	>2022	CUTAWAY			
154	>2022	EXPRESS COMMERCIAL CUTAWAY 139"	CG33503	All Oem Pkg's Packages	1.65%
155	>2022	EXPRESS COMMERCIAL CUTAWAY 159"	CG33803	All Oem Pkg's Packages	1.65%
156	>2022	EXPRESS COMMERCIAL CUTAWAY 177"	CG33903	All Oem Pkg's Packages	1.65%

Tab 4: Part 2, AMO percent Markup

Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchgaurd	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #	Category	OEM Brand	Ceiling % Markup	Note
141	WheelChair	Braun	15%	
142	WheelChair	Century	15%	
143	WheelChair	Mobility Works	15%	
144	WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Chevrolet will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Chevrolet will charge $2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

STARKE MOTORCARS LLC DBA DUVAL CHEVROLET_____does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contract Number BCSO 22-27-1.0

Bidder's Signature

9/5/22

DEALER PARTNERSHIP STATEMENT

Duval Chevrolet, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a $400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

[CATEGORY 1.0] PRICING

CLICK SORT TO SEE RANKING

		Enter Bidder Name	Enter Bidder % over cost for vehicles bid	RANKING
Ranking: First	DEALER	Duval Chevrolet	1.65	1
Ranking: Second		No Bid	0	2
Ranking: Third		No Bid	0	3
Ranking: Fourth		No Bid	0	4
Ranking: Fifth		No Bid	0	5
Ranking: Sixth		No Bid	0	6

Lowest % Markup = 56 pts	56
Second Finish = 44	44
Third and beyond = 0	0

STEP ONE: ENTER DEALER NAME AND BID %

STEP TWO: SORT BY CLICKING SORT BUTTON ON PERCENT ASCENDING

PROPOSAL POINTS TOOL

	DEALER	TAB ONE			TAB 2				TAB 3		TOTAL
		EXECUTIVE SUMMARY	BUSINESS LOCATION	REFERENCES	OEM CERTIFICATION	DEALER REGISTRATION	REPRESENTATATIONS & CERTIFICATION	LOCAL VENDOR AFFIDAVIT	FINANCIALS	W9	
	POINTS VALUE	4	3	3	4	2	2	2	3	2	
DEALER	Duval Chevrolet	4	3	3	4	2	2	2	3	2	25
	No Bid	0	0	0	0	0	0	0	0	0	0
	No Bid	0									0
	No Bid	0									0
	No Bid	0									0
	No Bid	0									0
	No Bid	0									0

STEP THREE: VALIDATE DOCUMENTS WERE RECEIVED IN NOTEBOOK TABS 1-3

	DEALER	Category 1 Points		CAT2: Florida: YES/NO	Category 2 points	DEALER COUNTY	Bradford/ Clay/ Duval/St Johns or Nassau	Category 3 Points	Cat 4 highest volume	Category 4 Points	Category 5 Points	TOTAL POINTS
DEALER	Duval Chevrolet	56		YES	5	BRADFORD	YES	4	HIGHEST	35	25	125
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0

STEP 4: CLICK YES/NO

STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the ***Bradford County Telegraph***, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: **8/25 & 9/1/22 BCT.**

Affiant further says that the said ***Bradford County Telegraph*** is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

M Goodge

Mary Goodge, Publisher's Assistant

STATE OF **FLORIDA**
COUNTY OF **BRADFORD**

The foregoing instrument was acknowledged before me this 2nd day of September, 2022.

By: Mary Goodge who is ✓ **personally** known to me who did (did not) take an oath.

Notary Public - **HEATHER WHEELER**

STATE OF FLORIDA
My Commission expires: **July 17, 2026**

SEAL

HEATHER WHEELER
Commission # HH 242059
Expires July 17, 2026

REQUEST FOR PROPOSAL
The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website; bradfordsheriff.org
8/25 2tchg 9/1-BCT

November 3, 2023 Via email: Bambi.Darr@duvalmotor.com

Bambi Darr
Duval Ford
405 Lane Ave N
Jacksonville, FL 32254

RE: Letter of Intent to Purchase twelve (12) 2023 Ford Police Interceptor Utility based on Braford County Sheriff's Contract BCSO 22-27-1.0, Specification K8A, Price Proposal dated October 23, 2023.

Dear Bambi.

The purpose of this communication is to provide a 'Letter of Intent' to purchase twelve (12) 2023 Ford Police Interceptor Utility based on Braford County Sheriff's Contract BCSO 22-27-1.0, Specification K8A, Price Proposal dated October 23, 2023.

The request will be presented for Council review and consideration for the City Council meeting on November 14, 2023. Once authorized, a Purchase Order can be issued on Wednesday, November 15, 2023. Delivery of vehicles is scheduled approximately one week after receipt of Purchase Order.

Please feel free to contact me with any additional questions.

Sincerely,

George Barber

George Barber, MPA, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

CITY OF PALM BAY

Prepared for:
CITY OF PALM BAY
JOHN SPARKS
321-409-6349
John.Sparks@palmbayflorida.org

Contract Holder **10/23/23**
Duval Ford
Bambi Darr
(Work) 904-381-6596
Bambi.Darr@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Labor Hours. $90/ Hr

Parts Quantity	Code	Equipment	OEM Price Level:	BCSO Contract Price	
	2023 K8A	**2023 Ford Police Interceptor Utility**	$ 45,750.00	$ 46,504.88	Section One: VEHICLE
	OEM freight	Factory Destination	$ 1,495.00	$ 1,519.67	
	Exterior Paint	Oxford White	$ -	$ -	
	Interior	Ebony cloth	$ -	$ -	
	99B/44U	3.3L V6/10-spd auto	$ (2,661.00)	$ (2,661.00)	
	43D	Courtesy Lamp disabled	$ 24.00	$ 24.40	
	51T	Driver side LED spotlamp- WHELEN	$ 394.00	$ 400.50	
	55F	Keyless entry	$ 320.00	$ 325.28	
	60A	Pre-wiring for grille–lamp, siren, and speakers	$ 47.00	$ 47.78	
	593	Anti Theft Perimeter Alarm	$ 112.00	$ 113.85	
	67V	Police Wiring Harness	$ 174.00	$ 176.87	
	86T	Rear taillamp housing	$ 56.00	$ 56.92	
	52P	Door Lock Plunger- Inop rear doors, windows & locks	$ 150.00	$ 152.48	
	17T	Cargo Dome Lamp- Red/White	$ 47.00	$ 47.78	
	Discount	Government Concession reflected in Base Vehicle Price			
	Ceiling Markup	Primary Awardee Ceiling Markup	1.65%		
	Ceiling Percentage Markup: Accessories		29%		
				$ -	
	TINT	Tint all windows to include windshield strip	$ 250.00	$ 322.50	
	Final Delivery				Section 4: FINAL DELIVERY
0	Labor	Total Labor Hours for installation of parts	$ -	$ -	
	Freight	Freight on Parts	$ -	$ -	
181	32907	Destination & Fuel to end user zip code (calculated from DSS to EU zip Code)	$ 2.00	$ 362.00	
	Tag	New City Tag	$ 173.00	$ 173.00	
	Warranty	Extended Warranty excluded	$ -	$ -	
	NOTE	ORDERS 1608-1619 ** Vehicles are on the ground and ready for delivery** Quote will Expire on 12/30/23			

UNIT COST $ 47,566.91

TOTAL QUANTITY 12 *TOTAL PURCHASE* $ 570,802.92

```
CNGP530                    VEHICLE ORDER CONFIRMATION          11/02/23 10:17:09
==> _____                                                        Dealer: F24081
                              2023 EXPLORER 4-DOOR                Page: 1 of 1
Order No: 0009    Priority: M3  Ord FIN: QE065  Order Type: 5B Price Level: 350
Ord Code: 500A Cust/Flt Name: PALM BAY            PO Number:
                     RETAIL   DLR INV                            RETAIL   DLR INV
K8A  4DR AWD POLICE  $47165 $45750.00   59W  LESS WIFI HSPOT   $(20)  $(18.00)
     .119" WHEELBASE                    593  ANTI THEFT         120     112.00
YZ   OXFORD WHITE                       60A  GRILL WIRING        50      47.00
9    CLTH BKTS/VNL R                    67V  CONNECTOR KIT      185     174.00
6    EBONY                                   .WIRING KIT-RR
500A EQUIP GRP                               .WIRING KIT-FRT
     .AM/FM STEREO                      68G  RR DR/LK INOP       NC         NC
99B  3.3L V6 TI-VCT    (2830) (2661.00) 86T  RR TAILLAMP HSG     60      56.00
44U  10SPD AUTO TRAN     NC        NC        FLEX-FUEL
52P  DR LOCK PLUNGER    160    150.00        SP FLT ACCT CR
17T  CARGO DOME LAMP     50     47.00        FUEL CHARGE                  6.52
425  50 STATE EMISS      NC        NC        DEST AND DELIV    1595    1595.00
43D  COURTESY DISABL     25     24.00 TOTAL BASE AND OPTIONS 47320   45839.52
51T  SPT LAMP DR LED    420    394.00 TOTAL                  47320   45839.52
55F  KEYLESS - 4 FOB    340    320.00 *THIS IS NOT AN INVOICE*
F1=Help                 F2=Return to Order                 F3/F12=Veh Ord Menu
F4=Submit     F5=Add to Library
```

CITY OF PALM BAY

Prepared for:

CITY OF PALM BAY
JOHN SPARKS
321-409-6349
John.Sparks@palmbayflorida.org

Contract Holder 10/23/23

Duval Ford
Bambi Darr
(Work) 904-381-6596
Bambi.Darr@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Labor Hours. $90/ Hr

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	99B/44U	3.3L V6/10-spd auto	$ (2,661.00)	$ (2,661.00)	
	43D	Courtesy Lamp disabled	$ 24.00	$ 24.40	
	51T	Driver side LED spotlamp- WHELEN	$ 394.00	$ 400.50	
	55F	Keyless entry	$ 320.00	$ 325.28	
	60A	Pre-wiring for grille--lamp, siren, and speakers	$ 47.00	$ 47.78	
	593	Anti Theft Perimeter Alarm	$ 112.00	$ 113.85	
	67V	Police Wiring Harness	$ 174.00	$ 176.87	
	86T	Rear taillamp housing	$ 56.00	$ 56.92	
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	17T	Cargo Dome Lamp- Red/White	$ 47.00	$ 47.78	
	Discount	Government Concession reflected in Base Vehicle Price			
	Ceiling Markup	Primary Awardee Ceiling Markup	1.65%		
	Ceiling Percentage Markup: Law Enforcement Lighting and Metal Products		20%		
				$ -	
	Final Delivery				Section 4: FINAL DELIVERY
0	Labor	Total Labor Hours for installation of parts	$ -	$ -	
	Freight	Freight on Parts	$ -	$ -	
181	32907	Destination & Fuel to end user zip code (calculated from DSS to EU zip Code)	$ 2.00	$ 362.00	
	Tag	Tag declined; agency will handle	$ -	$ -	
	Warranty	Extended Warranty excluded	$ -	$ -	
	NOTE	ORDERS 1608-1619 ** Vehicles are on the ground and ready for delivery** Quote will Expire on 12/30/23			

UNIT COST $ 47,071.41

TOTAL QUANTITY 12 *TOTAL PURCHASE* $ 564,856.92

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Lisa Frazier, Growth Management Director**

DATE: **11/14/2023**

RE: **Consideration of a budget amendment allocating General Fund Undesignated Fund Balance to build out office space for the Land Development Division ($22,156).**

The Growth Management Department is requesting use of General Fund Undesignated Fund Balance for the build out of space in the Land Development Division to accommodate existing personnel. The Land Development Division has a total of 15 full time positions. While the Division has expanded its personnel over time to accommodate growth, the office space has not been built out to adequately provide space for existing staff members.

The Department is requesting an allocation of $17,156 to create three new offices within the existing footprint of the office. Additionally, the Department is requesting $5,000 for office furniture.

REQUESTING DEPARTMENT:
Growth Management

FISCAL IMPACT:
If approved, funds will be appropriated from General Fund Undesignated Fund Balance to Growth Management Department's Building Repairs & Maintenance, account 001-3311-515-4623 ($17,156), and Office Supplies/Furniture/Equipment, account 001-3311-515-5105 ($5,000).

RECOMMENDATION:
Motion to authorize $22,156 in General Fund Undesignated Fund Balance for office build out for the Land Development Division.

ATTACHMENTS:

Description

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Mariano Augello, Chief of Police**

DATE: **11/14/2023**

RE: **Consideration of utilizing Police Impact Fees (32908 and 32909 Nexus) for Capital Outlay requests for two (2) Radar Trailers ($30,000).**

It is the desire of the Palm Bay Police Department to utilize Police Impact fees for the purchase of two new radar trailers for the Traffic Unit within the Community Services Division. Within the FY23 budget process, the Police Department reported it would need to acquire two new radar trailers due to the on-going growth in the 32908 and 32909 areas. Due to increased residential growth in these areas of the city, the need for additional resources to respond to traffic concerns necessitates the procurement of two new traffic radar trailers. Currently the Traffic Unit is limited in its ability to respond to citizen-initiated complaints as it only has two active radar trailers for deployment. By expanding the capital equipment for the Traffic Unit to a total of four Radar Trailers, the unit will be able to provide a response in each zip code during any given time versus having to prioritize what area should be addressed first. There is a $1,500 recurring expenditure per trailer for software licenses which will be addressed for funding during the FY25 budget process.

This request is to utilize Police Impacts Fees in the amount of $13,000 from each of the 32908 and 32909 Nexus where the radar trailers will be utilized. The total project cost of both radar trailers is $26,000.

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

Funding for one (1) radar trailer utilizing Impact Fees from the 32908 Nexus will be allocated on a future Budget Amendment from Police Impact Fees Undesignated Fund Balance/Nexus 32908 Account# 184-0000-392-1001 ($13,000) to Account#184-5050-521-6401 ($11,500) and #184-5050-521-5403 ($1,500).

As of the July 2023 Police Impact Fee Summary, and less the impact fee expenditures approved by Council on 10/5/23, there is $592,624 available in the 32908 Nexus. Funding for one (1) radar trailer utilizing Impact Fees from the 32909 Nexus will be allocated on a future Budget Amendment from Police Impact Fees Undesignated Fund Balance/Nexus 32909 Account# 186-0000-392-1001 ($13,000) to Account#186-5050-521-6401 ($11,500) and #186-5050-521-5403 ($1,500).

As of the July 2023 Police Impact Fee Summary, and less the impact fee expenditures approved by Council on 10/5/23, there is $1,314,059 available in the 32909 Nexus.

RECOMMENDATION:

Motion to approve the appropriation of Police Impact Fees from the 32908 and 32909 Nexus on the next budget amendment for the capital outlay purchase of traffic equipment for the Police Department.

ATTACHMENTS:

Description

Palm Bay Police Dept (FL) - 2x SpeedAlert 18 Radar Trailer Quote

ALL TRAFFIC SOLUTIONS

All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-81408

DATE: 10/31/2023

Mail Purchase Orders to:
3100 Research Dr.
State College, PA
16801

Contract:
Sourcewell 090122-ATS
Sourcewell Account #:
62705

Questions contact:
MANUFACTURER:
All Traffic Solutions
Dan Hanrahan
(866) 366-6602
x 327
dhanrahan@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:
Palm Bay Police Dept (FL)
120 Malabar Road SE
Palm Bay, FL 32907

Billing Contact: Ed Bermudez

SHIP TO:
Palm Bay Police Dept (FL)
130 Malabar Road SE
Palm Bay, FL 32907
Attn: Ed Bermudez

PAYMENT TERMS:
Net 30

CUSTOMER: Palm Bay Police Dept (FL)

CONTACT:321-292-1299

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000741	SpeedAlert 18 Radar Message Sign (RMS); base unit w/ mounting bracket	2	$3,816.00	$7,632.00
4001299	3 Year Warranty	2	$0.00	$0.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, ($3000 Value, requires Traffic or Message Suite)	2	$0.00	$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	2	$1,500.00	$3,000.00
4001626	VZW communications prep	2	$0.00	$0.00
4000793	Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN.	2	$412.00	$824.00
4000826	Strobe Color: Red and Blue (Requires 4000793 Dual Violator Strobe)	2	$0.00	$0.00
4001689	ATS-5 Trailer for SH15 or IA/SA18 includes: 470Ah Batteries, & Trailer Certificate of Origin	2	$5,578.00	$11,156.00
4000838	Solar panel, 90W: includes bracket for ATS-5 trailer and harness	2	$1,017.00	$2,034.00
4001864	Trailer Speed Limit Sign Kit for SA18/ SH15, ATS-5, 18" x 24" MUTCD sign, digits, hardware	2	$339.00	$678.00

4000120	Trailer wheel lock, ATS-5	2	$144.00	$288.00
4001889	Shipping and Handling Sourcewell Contract	1	$3,376.00	$3,376.00
4001192	Discount - Promotion	1	($3,043.74)	($3,043.74)

Special Notes:

2x SpeedAlert 18 - Combined Radar and message sign: ATS-5 trailer mounted with 90 watt solar assist - All features activated perpetually (Bluetooth - Data - Imaging) - 1 year of TraffiCloud web services to all 6 Apps (Remote Management - Imaging - Data - Alerts - Mapping - Premier Care warranty) - red/blue flashing strobes - shipping and training

Sourcewell Contract, 090122-ATS - member # 62705, City of Palm Bay Police Dept

SALES AMOUNT:	$25,944.26
TOTAL USD:	$25,944.26

Duration: This quote is good for 60 days from date of issue.
Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.
Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.
Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Mariano Augello, Chief of Police**

DATE: **11/14/2023**

RE: **Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund for legal costs associated with the Asset Forfeiture Program, bank fees, and Annual Reindeer Run ($14,800).**

In accordance with Florida law, funding in the amount of $14,800 is being requested from the Law Enforcement Trust Fund (LETF) undesignated fund balance for fiscal year 2023/2024.

Funding in the amount of $5,000 is needed to provide the initial funding for legal costs that are required to support the Asset Forfeiture Program for Fiscal Year 2023/2024. This funding will cover the costs for court fees, summons fees, legal advertisements, certified mailings, etc. on forfeiture cases conducted by the City Attorney's Office.

Funding in the amount of $500 is being requested to cover the bank fee expenditures associated required to support the Asset Forfeiture Program for Fiscal Year 2023/2024. This funding will cover the periodic bank fees, administered by the Finance Department, associated with the Law Enforcement Trust Fund (Fund 101).

Funding in the amount of $9,300 is being requested for the annual Cops and Friends Reindeer Run event. This event will be hosted along with the Walmart Supercenter on Malabar Road on December 14, 2023, and will aim to serve 72 children from 12 local elementary schools who qualify for free or reduced lunches. City of Palm Bay Police Department personnel shop with the children who will be given a $150 gift card to purchase items within the store for the holiday. Additional personnel serve as festive characters to enhance the shopping event which serves the overall public purpose of fostering a positive relationship between law enforcement personnel and the local children. This event has been a tradition in our community for over a decade with the Police Department receiving support from within the city as well as community partners who gather to give these children a great experience during the holiday season. The total projected cost for this event will be $10,900, which includes the gift cards and antlers for the program. The funding for the antlers, $100, will be spent from the Police Department's FY24 approved operating budget, and the $1,500 donation from the Christmas Extravaganza the Police Department received in April 2023 will be utilized for this event. Therefore, the funding request from the Law Enforcement Trust fund for the Reindeer Run event will be $9,300.

The total requested funding from LETF for all of the above expenditures is $14,800.

REQUESTING DEPARTMENT:
Police Department

FISCAL IMPACT:
There is an undesignated fund balance of $169,293.89 as of October 31, 2023, from account #101-0000-359-1002 and 101-0000-359-1004. Funding in the amount of $14,800 will be allocated on a future budget amendment from Account# 101-0000-392-1001 ($14,800) to #101-5040-521-4911 ($5,000), #101-5040-521-4913 ($500), and #101-5040-521-8211 ($9,300).

RECOMMENDATION:
Motion to approve expenditures of LETF as described herein up to $14,800.

ATTACHMENTS:

Description

LETF Certification Statement 24-01

FY24 Reindeer Run Application

The City of Palm Bay Florida

CERTIFICATION STATEMENT

TO: **Honorable Mayor and Members of the City Council**

FROM: **Mariano Augello, Police Chief**

DATE: **October 31, 2023**

SUBJECT: **Law Enforcement Trust Fund (LEFT) Forfeiture Expenditures**

I certify that the request for the use of the Law Enforcement Trust funds will be used for an authorized purpose pursuant to the provisions of Section 932.7055 of the Florida Statutes.

The following details the usage of the requested expenditures:

VENDOR/ORGANIZATION	ITEM DESCRIPTION	COST
Caliber Court	Court summons fees for forfeiture cases	Unknown
USPS	Certified/regular mail for forfeiture cases	Unknown
Hunt Insurance	Bond costs for forfeiture cases	Unknown
Brevard Circuit Court	Court fees for forfeiture cases	Unknown
Cape Publications/FL Today	Advertisement fees for forfeiture cases	Unknown
	Request for fees implemented by City Attorney's Office for forfeiture cases	$5,000
J.P. Morgan Chase Bank	Monthly Bank Fees for LETF Fund	$500
Wal-Mart	Gift cards for Reindeer Run Dec 2024	$9,300
TOTAL		$14,800

Palm Bay Police Department
Law Enforcement Trust Fund (LETF)
Request for Funding

The City of Palm Bay Police Department has a long standing commitment to the reduction of crime and the implementation of crime and drug prevention initiatives throughout the county. Use of LETF Funds requires approval from the City Council in accordance with FSS 932.7055, upon request by the Chief of Police. The Statute requires that a portion of the revenues be donated or expended for the support or operation of drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood or school resource officer programs in accordance with FSS 932.7055.

All applications must be mailed to:
Palm Bay Police Department
Attn: LETF Committee Coordinator
130 Malabar Road SE
Palm Bay, FL 32907

Applicant Agency Legal Name (as listed on Sunbiz):	Palm Bay Police Department		
Program Title:	2023 Reindeer Run		
Administrative Address:	130 Malabar Rd SE		
City & State, Zip Code:	Pal Bay FL 32097		
Telephone Number:	(321)952-3456		
Website:			
CEO/ Executive Director:	Chief Mariano Augello		
Office Phone Number:		**E-mail Address:**	
Name/ Title of Contact:	Joni Dipaolo		
Phone Number:	(321)952-3458	**E-mail:**	joni.dipaolo@palmbayflorida.org
Primary Program Location:	Walmart, 1040 Malabar Rd SE		
City, State & Zip Code:	Palm Bay FL 32907		
Performance Period Date From:	12/14/23	**To:**	12/14/23

Organization's Background: Provide a concise description of the applicant agency, include; history, years of operations, general mission statement, and primary services provided. Attach additional pages and/or pictures if necessary.

-self-

PROGRAM INFORMATION

1. Program Summary (3-5 sentences): Provide an overview of proposed program services.

Reindeer Run is an annual even hosted by the agency. This event is focused on the underprivileged children who attend the local elementary schools in the community which are selected based on a criteria, set by the school to determine which children would benefit the most. These children are gifted a set amount of money to go Holiday shopping with members of the department as chaperons fostering a positive relationship between these children and law enforcement through interactions that are not during the course of standard police responses.

LETF CATEGORY / STATUTORY REQUIREMENT

Place an "X" next to the program area for which you intend to apply:

- ☒ **Crime Prevention**
- ☐ **Drug Treatment or Abuse Education**
- ☐ **Drug Prevention**
- ☒ **Safe Neighborhood**
- ☐ **School Resource Officer Programs**

2. How do you feel your proposed project addresses the LETF Criteria?

By the members of the law enforcement community interacting with these children in a positive way it may build a rapport with these children if they have either had a negative experience with law enforcement or may have an interaction in the future during the course of a standard police response.

STATEMENT OF NEED

3. Why is this program needed (What community program does it address)? What data suggests that this program should be implemented with this population or in this geographical location? (Use recent relevant data) attach additional pages if necessary.

This event has been a tradition for the agency for over a decade. With monumental support from within the city departments and community partners, together we give these children a fun experience during the holiday season.

4. Describe the program in detail and how it will be implemented: (Describe Who, What, Where, and When) All Programs must address a specific population and the narrative should indicate the number of clients served, services provided etc. Attach additional pages if necessary.

The selected schools within the chity will select the students to participate based on the students eligibility for free/reduced lunch or other factors the school counselor determines that the child would benefit from participation. The school will provide a letter stating that they have records of these children meeting that criteria and the parents of the children must sign a consent form for the children to participate. The total participation across the city is dependent on the amount awarded to the program and the amount given per child.

PROJECT BUDGET

Project budget should ONLY include costs related to your funding request. Other match funds should not be included below.

LETF Line Item Budget	Total Amounts
Personnel Costs/Salaries	
Fringe Benefits	
Travel	
Equipment	
Supplies	$9,300
Printing and Copying	
Other (specify)	($1,500) from donations
Services	
TOTAL REQUESTED	$9,300

6 kids from 12 public schools. 12 kids total and $150 each to spend.

$10,800 total

BUDGET NARRATIVE

(Required for ALL applications) Provide a narrative explanation of what the budget will include and its relevance to the project in #4. Please explain any anomalies in the budget above. Attach additional pages if necessary.

Amount requested TBD based on how much we would like to give to each child and the number of children. The committee with decide.

SIGNATURE/CERTIFICATION

CERTIFICATION AND ASSURANCES (Please initial next to each in blue ink. By initialing and signing this application for funding the applicant agrees to comply with the following terms and conditions if awarded LETF Funding.

Initial _____ APPLICANT shall commence serves as soon as practical and reasonable under the circumstances. All program activities must be completed within one (1) year of disbursement if funds are allocated prior to the event or program is to commence. Any request for extension if time must besubmitted in writing to the LEFT committee coordinator.

Initial _____ APPLICANT will keep clear and accurate records throughout the program period so that the progress of the services rendered may be readily evaluated by PBPD at mutually agreed upon times.

Initial _____ APPLICANT will provide the LEFT committee coordinator with a **quarterly program report** which shall include the current program status by the applicant in completing/serving the program and the expenditure of funds in addition to such other pertinent information as requested by PBPD no later than **fifteen (15) days** after the end of each quarter.

Initial _____ A **final report** of activities and expenditures documented by receipts or other financial proof of expenditure of the program shall be submitted by the APPLICANT to PBPD no later than **forty-five (45) days** of the end of the performance period. All cost and expense in generating and delivery of such documentation shall be burdened by the APPLICANT at no cost to PBPD and the documents shall be delivered in an organized format. Failure to comply with the reporting requirements shall result in the APPLICANT having to return LEFT funds.

Initial _____ if APPLICANT fails to perform; or is determined later to not be qualified to receive LETF; or if there was an untruthful statement made by the APPLICANT within its Request for Funding Application (Application); or fails to provide the necessary reporting documents to PBPD, then all LETF disbursed to the APPLICANT shall be returned to PBPD within ten (10) business days of PBPD's written demand for the same and APPLICANT may be ineligible for any future LETF disbursements.

All services should be provided exclusively in Brevard County to Brevard County Residents.

Initial _____ APPLICANT will not qualify for subsequent year funding from PNBPD and will not be able to receive subsequent year funding until a complete report, approved by PBPD has been obtained for prior year activities that were funding by LETF award. Notwithstanding the forgoing, PBPD shall not be obligated to award any subsequent funding unless and until the APPLICANT reapplies for the same and is approved for disbursements, at the discretion of PBPD.

Initial _____ Failure to spend funds in accordance with the approved project budget will result in return of funds to PBPD.

Initial _____ Failure of the APPLICANT to submit a complete report with backup documentation to PBPD, at no cost to PBPD, will result in immediate return of funds to PBPD.

Initial _____ Failure of the APPLICANT to comply with sub-recipient monitoring will result in immediate return of funds.

False statements or claims made in connection with this LETF Funding Application may result in fines, imprisonment, and/or any other remedy available by law. I certify that the assurances provided are true and accurate to the best of my knowledge.

Applicant Organization Name: Palm Bay Police

OFFICIAL AUTHORIZED TO SIGN AND BIND APPLICANT ORGANIZATION TO APPLICATION:

Signature: Joan DiPaolo Printed Name and Title: Joan DiPaolo, Office Mngr.

Date: 10/19/23

STATE OF FLORIDA
COUNTY OF BREVARD

(NOTARY SEAL)

Signature: Danette M. Piccolella

DANETTE M. PICCOLELLA
Notary Public - State of Florida
Commission # HH 84839
My Comm. Expires Apr 5, 2025
Bonded through National Notary Assn.

Sworn to (or affirmed) and subscribed before me this 19 day of OCTOBER, 20, 23, by (name of person making statement).
Personally known ✓ OR Produced Identification _____ Type of Identification Produced _____

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Mariano Augello, Chief of Police**

DATE: **11/14/2023**

RE: **Consideration of submitting an application to the Florida Department of Law Enforcement, Office of Criminal Justice, Drone Replacement Program.**

In past sessions, the Florida Legislature amended Section 934.50, Florida Statutes to require governmental entities to only utilize drones meeting the requirements outlined in Rule 60GG-2.0075, Florida Administrative Code. This change required governmental agencies who use drones for various purposes to cease the use of any drone that is not in compliance with the Rule.

During the 2023 Legislative Session, the Florida Department of Law Enforcement was appropriated funds to implement the Drone Replacement Grant Program. Funds under this program will be awarded to reimburse Florida law enforcement agencies (LEAs) who relinquish noncompliant drones to FDLE.

The Police Department, in applying to participate in this program, seeks reimbursement of both drones purchased by the department totaling $21,900. Although we may not receive a reimbursement to the exact amount, the amount awarded will be based on the initial purchase price and total flight hours in accordance with a depreciation schedule.

REQUESTING DEPARTMENT:
Police Department

FISCAL IMPACT:
The reimbursement amount is based on an evaluation by the receiving personnel at FDLE the total amount received if the drones are found in perfect condition is ($19,808) and ($2,092) which is the total amount each drone was purchased for. The drone purchased through the Law Enforcement Trust Fund will be returned to account # 101-0000-369-1009. The drone that was purchased through general fund will be returned to account # 001-0000-334.20-08.

RECOMMENDATION:
Motion to approve application for FDLE drone reimbursement program.

ATTACHMENTS:

Description

FDLE Drone Replacement Program Application

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published a list of approved drone manufacturers that meet the minimum security standards specified in the rule and in Section 934.50, Florida Statutes, and

WHEREAS, the Recipient possesses a drone that is not manufactured by a company on the Department of Management Services approved drone manufacturers list, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone from an approved manufacturer.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix C**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2023-24 Drone Replacement Program

Project Start Date: 07/01/2023 **Project End Date:** 06/30/2024

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The amount awarded to the Recipient will be based on the initial purchase price and total flight hours for the device, in accordance with the depreciation schedule in **Appendix A**. The depreciation value is strictly based on the purchase price of the drone, any additional drone-specific accessories, taxes, and shipping.

To be eligible for payment under this program, the unallowable drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased from companies who are not compliant with Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement. In accordance with program guidelines established in the 2023 legislative session, relinquished, noncompliant drones will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix B**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation of the total flight hours, the noncompliant drone has not reached its end of life, and is in working condition at the time it is relinquished. This must be provided to FDLE at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: purchase order, invoice, and cancelled check or bank statement.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee (TROC) 2331 Phillips Road Tallahassee, FL 32308	**Tampa (TBROC)** 4211 North Lois Avenue Tampa, FL 33614
Point of Contact (POC) Robert Lyons 850-410-7419 Robert.Lyons@fdle.state.fl.us **Alternate POC** Luke Johnson LukeJohnson@fdle.state.fl.us	**Point of Contact (POC)** Corey Monaghan 813-878-7887 CoreyMonaghan@fdle.state.fl.us **Alternate POC** Richard Kaplan RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire a drone that is in compliance with Rule 60GG-2.0075, Florida Administrative Code. The approved drone must have a purchase date of January 1, 2022 or later. There are two options for submitting documentation related to the acquisition of a compliant drone:

> Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.
>
> Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient will relinquish the noncompliant drone to the Department and purchase a new drone that is in compliance with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement based on the depreciation value of the noncompliant drone in accordance with Appendix A. Funds under this agreement will be disbursed when all of the following criteria are met:

- Executed agreement is provided to FDLE;
- The drone is relinquished to FDLE and the Drone Certification Form (Appendix B) is approved by the FDLE point-of-contact; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance) as described in the Recipient's Responsibilities section of this agreement.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of flight hours or other certifications will result in the loss of funding.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager	FDLE Grant Supervisor
Name: Patricia Stark	**Name:** Tennille Robinette
Title: Government Analyst II	**Title:** Senior Management Analyst Supervisor
Phone: 850-617-1252	**Phone:** 850-617-1268
Email: PatriciaStark@fdle.state.fl.us	**Email:** TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager: (please type/print)		**Financial Contact** (please type/print)	
Name:		**Name:**	
Title:		**Title:**	
Phone:		**Phone:**	
Email:		**Email:**	

Recipient's Vendor ID/FEID: _____

Remittance Address: _____

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient

Signature: _____

Typed Name and Title: _____

Date: _____

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

Appendix A – Depreciation Schedule

Noncompliant drones purchased prior to January 1, 2022 will be reimbursed at a percentage of the total initial purchase price commensurate with the flight hour depreciation rates below.

# of Flight Hours	Purchase Price Reimbursed
0-25	100%
26-50	90%
51-100	80%
101-150	70%
151-200	60%
201-250	50%
251-300	40%
301-400	30%
401-500	20%
501-800	10%
801+	0%

For example, if the total initial purchase price of the drone was $10,000 and it has 125 hours of flight time, the amount reimbursed by this agreement will be $7,000 (or 70% of the purchase price).

Drones purchased between January 1, 2022, and April 5, 2023 from manufacturers on the archived DMS Approved Manufacturer List, but not in compliance with all provisions of Rule 60GG-2.0075, Florida Administrative Code will be reimbursed at 100% of the original purchase price. This includes drones manufactured by: Skydio, Parrot, Altavian, Teal Drones, and Vantage Robotics.

Upon receipt of the Drone Certification Form (Appendix B) and all supporting documentation, the Recipient will receive an official letter summarizing the amount to be reimbursed under this agreement.

Appendix B – Drone Certification Form

Recipient Name:

Drone ID	Manufacturer	Purchase Date	Purchase Price	Flight Hours	Valued Amount (FDLE Use Only)

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. All flight hours above are accurate and estimated to the best of our ability.
3. Funds provided for the drones above will only be used for the purchase of an approved drone.
4. The following documentation has been submitted to OCJGSFA@fdle.state.fl.us:
    a. Documentation for the initial purchase of each relinquished, noncompliant drone above.
    b. Documentation required for Reimbursement OR Cash Advance for the new, compliant drone.

Signature: _____ **Date:** _____

Title: _____ **Phone:** _____

**** FDLE USE ONLY ****

FDLE Regional Operations Center:
I certify the drones listed above were received and verified on the date provided below.

_____ _____
Signature Date

Office of Criminal Justice Grants:
I certify the information above has been reviewed in comparison to the purchase documentation provided and the Recipient is eligible for the amounts in the valued amount column above.

_____ _____
Grant Manager Signature Date

The Recipient is eligible for reimbursement totaling _____ for the drones above.

_____ _____
Approval Signature Date

Appendix C – FY2023-24 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual

report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of “sovereign immunity” and as set forth in 768.28, F.S.

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Terese Jones, City Clerk**

DATE: **11/14/2023**

RE: **Consideration of revising Council's Policies and Procedures with regard to the Consent Agenda.**

Staff is requesting to amend Council's Policies and Procedures to allow for consideration of the Consent Agenda prior to Public Hearings. This agenda heading would be noted as "Approval of Consent Agenda".

An additional heading would be added to the agenda after Public Hearings to consider those items pulled from the Consent Agenda and would be noted as "Consideration of Items Removed from Consent Agenda".

This change is being requested to provide for staffing efficiency pertaining to staff members who are required to attend the meetings regarding items included in the consent agenda. With this change, staff members with consent items that are approved at the start of the meeting will not be required to stay for the duration of the meeting.

REQUESTING DEPARTMENT:
City Manager's Office, Legislative

FISCAL IMPACT:
None.

RECOMMENDATION:
Motion to approve the revisions to Council's Policies and Procedures as requested by staff.

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Larry Wojciechowski, Finance Director**

DATE: **11/14/2023**

RE: **Acknowledgement of the City's travel expenses for the fourth quarter of Fiscal Year 2023 (July 2023 - September 2023).**

During the Fiscal Year 2023 budget adoption process, City Council was presented with a city-wide travel list and was asked to approve the travel during the budget adoption process. This action was requested to reduce the frequent presentations of Legislative Memos to Council for travel that had already been approved during the budget process. Council approved this change but requested a report to show the travel completed by City staff.

Attached is a report for the fourth quarter of Fiscal Year 2023, July 2023 through September 2023, showing all of the travel that was conducted by staff.

REQUESTING DEPARTMENT:
Finance

FISCAL IMPACT:
All travel was previously approved in the Fiscal Year 2023 budget adoption or through Legislative Memos for travel not requested during the budget adoption process. There is no additional fiscal impact.

RECOMMENDATION:
Motion to acknowledge receipt of the Fiscal Year 2023 fourth quarter travel report.

ATTACHMENTS:

Description

4th Quarter Travel

City-wide Travel for July 1 through Jseptember 30, 2023

	Purpose of Travel	Staff	Dates	Location	Approval	Actual Cost	Adopted Budget
City Managers Office	FLOC 2023 Annual Conference	City Manager, Deputy City Manager	August 8 -11,2023	Orlando, Florida	Adopted Budget	$1,458.50	$3,882.00
	2023 National Information Officers Association (NIOA) Conference	PIO	August 27 -31,2023	Nashville, Tennessee	Council approval August 3,2023	$2,565.51	$2,695.85
						$4,024.01	$6,577.85
Legislative Office	2023 FLC Annual Conference	Mayor, 2 Councilman	August 9 - 13, 2023	Orlando, Florida	Council approval July 6,2023	$5,004.17	$5,010.00
	Congressional Black Caucus Foundation's 2023 Conference	1 Councilman	Sept 21 - 25, 2023	Washington, DC	Council approval July 6,2023	$1,714.42	$2,108.00
						$6,718.59	$7,118.00
Fire	Lithium Ion Battery Symposium	Fire Lieutenant (1), Fire District Chief (1)	Sept 6 - 8, 2023	Ocala, Florida	Council approval August 3,2023	$634.00	$946.00
	Chief Officer Class	Assistant Chief	Sept 25 -29, 2023	Ocala, Florida	Council approval August 17,2023	$855.00	$961.00
						$1,489.00	$1,907.00
CED	2023 International Economic Development Council Conference (IEDC)	Economic Development Division Manager	Sept 16 - 20, 2023	Dallas, Texas	Adopted Budget	$2,937.57	$2,700.00
						$2,937.57	$2,700.00
Public Works	Professional Surveyors & Mappers State Conference	City Surveyor	July 25 - 29, 2023	Wesley Chapel, Florida	Adopted Budget	$1,024.00	$1,650.00
	F-5 EVT Class	Technician	July 16 - 20, 2023	Ocala, Florida	Adopted Budget	$1,107.00	$1,207.00
						$2,131.00	$2,857.00
Parks and Facilities	FRPA Annual Conference	Parks Division Manager	August 28-31, 2023	Orlando, Florida	Council approval August 17,2023	$1,022.00	$1,039.00
						$1,022.00	$1,039.00
Procurement	NIGP National Forum	Chief Procurement Officer	August 19-23, 2023	Orlando, Florida	Adopted Budget	$2,671.81	$2,510.00
						$2,671.81	$2,510.00
Information Technology	FLGISA 2023 Annual Conference	IT Director, Net Ops Mgr, Net Mgr, Net Adm	July 10 - 13,2023	Orlando, Florida	Adopted Budget	$2,922.00	$4,695.00
	VMWare Explore Conference 2023	Net Ops Mgr, Net Mgr	August 20 - 25,2023	Las Vegas, NV	Adopted Budget	$6,294.21	$11,735.00
						$9,216.21	$16,430.00
Police Department	Krimes Against Kids Conference	Senior Victim Advocate	July 26 - 28, 2023	Orlando, Florida	Adopted Budget	$898.00	$1,200.00
	FBINAA National Training Conference - 59th Annual 2023	Deputy Chief	July 28 - Aug 2, 2023	Denver, Co	Adopted Budget	$2,955.73	$2,571.00
	Senior Management Institute for Police (SMIP)	Commuications Division Manager	July 8 - 28, 2023	Boston, Massachusetts	Adopted Budget	$11,022.27	$11,265.00
	De-Escalation Techniques for Criminal Justice Professionals	Police Officer	July 30 - Aug 1, 2023	Daytona Beach, Florida	Adopted Budget	$376.00	$3,800.00
	FL Police Chiefs Association Conference (FPCA)	Chief, Commander, Community Services Administrator, Office Manager	August 1 - 2, 2023	Bonita Springs, Florida	Adopted Budget	$981.00	$1,477.00
	Association of Public Safety Communications Officials (APCO)	Commuications Division Manager, Communication Officer	August 5 - 10, 2023	Nashville, Tn	Council approval August 3,2023	$5,590.29	$3,440.22
	FL Gang Investigators Association Conference (FGIA)	Police Officer	August 6 - 11, 2023	Ponte Verda Beach, Fl	Adopted Budget	$1,710.00	$2,000.00
	International Homicide Investigators Association (IHIA)	Lieutenant, 2 Police Officers	August 6 - 12, 2023	Oklahoma City, Ok	Council approval August 3,2023	$5,821.10	$5,988.50
	Handler Instruction & training Seminar (HITS)	Commander	August 14 - 19, 2023	Scottsdale, AZ	Council approval August 3,2023	$1,812.19	$2,441.19
	Law Enforcement Tactical Training Conference & Expo (TacOPS)	Police Officer	June 18 - 23, 2023	Stuart, Florida	Adopted Budget	$1,294.00	$1,305.00
	National Affairs Investigators Association (NIAIAI) Conference	Lieutenant	Aug 27 - Sept 1, 2023	Ft Worth, Texas	Adopted Budget	$2,247.61	$1,400.00
	International Association of Financial Crimes Investigators (IAFCI)	Victim Advocate	Aug 27 - Sept 1, 2023	Tampa, Florida	Adopted Budget	$286.57	$500.00
	Hostage Crisis Negotiation - Level II	Communication Officer, Police Officer	Sept 3 - 9, 2023	Jacksonville, Florida	Adopted Budget	$3,240.00	$3,650.00
	Investigate/Interview	Lieutenant, 1 Police Officer	Sept 8 - 11, 2023	Guntersville, Alabama	Council approval September 19,2023	$711.22	$730.22
	Evidence Management Certification Training	Evidence Technician II	Sept 12 - 14, 2023	Doral, Florida	Adopted Budget	$356.00	$400.00
	L.E.A.D.S Law Enforcement Active De-Escalation Instructor Training	Police Officer	Sept 17 - 20, 2023	Leesburg, Florida	Adopted Budget	$1,127.00	$2,895.00
	Police Internal Affairs at IPTM	Police Sergeant	Sept 17 - 22, 2023	Jacksonville, Florida	Adopted Budget	$1,720.00	$1,720.00
	Criminal Justice Information Services (CJIS)	Commuications Division Manager, Communication Officer	Sept 25- 28, 2023	Orlando, Florida	Adopted Budget	$2,098.65	$790.00
						$44,247.63	$47,573.13
Recreation	FL Recreation & Parks Association Annual Conference		August 27 - 31, 2023	Orlando, Florida	Adopted Budget	$6,233.00	$6,860.00
						$6,233.00	$6,860.00
					Total Travel for Forth quarter of FY 2023	$80,690.82	$95,571.98

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Valentino Perez, Public Works Director**

DATE: **11/14/2023**

RE: **Acknowledgement of the November 2023 GO Road Bond Paving report update.**

The GO Roads Paving program funded $150 million in general obligation bond approved by the voters in November 2018. Public Works Engineering and inspection staff is tasked with managing the design and construction for the 8-year paving construction program. The program requires staff to prepare an annual paving program to be reviewed by the Infrastructure Advisory Oversight Board (IAOB) and then approved by City Council at the beginning of each year.

The amounts shown for completed and under contract projects is based on true numbers through November 1, 2023. Country Club Units 1-10 estimate was updated based on a new design. Northeast Area and Units 13, 14 Madden and Osmosis were increased with change orders. Micro Surfacing of 3 Roads in Unit 40 was added to the list.

Also, based on Council request at the October 5, 2023 Regular Council Meeting, staff is continuing preparations to present additional data and strategies to address the shortfall in the road bond funding to pave all roadways.

All planned projects include estimated costs.

REQUESTING DEPARTMENT:
Public Works

FISCAL IMPACT:
The financial spreadsheet of the current budget for each road project is attached. All projects which are complete or under contract have been reviewed and show actual expenses/ encumbrances to date.

RECOMMENDATION:
Motion to acknowledge the November 2023 GO Road Bond Paving update.

ATTACHMENTS:

Description

November 2023 Road Bond Paving Update

Road Bond Paving Update – October 2023

The City has taken three draws of $50 million for a total of $150 million to cover the paving contracts. The following is an update on the paving program:

- The table below provides a summary completed (blue), in construction (orange) and planned (red) projects for Road Paving Phases 1 through 5.
- Total miles completed is 355 miles or 45% of the 791 miles of Road Paving Program.
- NE Area Miscellaneous Road Paving is approximately 99% complete.
- Madden and Osmosis is paved. Work has begun in Units 13 and 14.
- Minton Road from Malabar to Jupiter was added to the list.
- Micro Surfacing of three roads in Unit 40 was added to the list.

Locations	Phase	Miles	Cost	Status
Unit 41 and Eldron	1	11.21	$3,074,559	Completed
Unit 31 & 32	1	41.47	$10,269,206	Completed
Unit 42 and Garvey Road	1	33.51	$7,727,462	Completed
Unit 11, 15, 18, 23 & 56	1	56.63	$10,020,962	Completed
Pt Malabar Rd from Palm Bay to Babcock St	2	1.66	$996,582	Completed
Emerson Dr from Minton Rd to C-1	2	2.55	$1,118,119	Completed
Unit 17	2	13.16	$1,464,995	Completed
Unit 46	2	23.96	$2,062,216	Completed
Unit 5	2	6.49	$926,775	Completed
Unit 1,2,3,4,27,35,43 & 47	2	24.13	$3,617,733	Completed
Unit 24 & 25	2	45.37	$7,861,369	Completed
Palm Bay Colony & Kirby Industrial	2	6.09	$1,138,314	Completed
Driskell Heights/Florida/Farview	2	4.75	$1,104,798	Completed
Unit 20	2	16.57	$2,666,361	Close-out
Unit 48 & Emerson from C-1 to Fairhaven	3	22.97	$5,074,200	Close-out
Emerson from Amador Ave to Jupiter Blvd	2	1.96	$1,166,061	Completed
Unit 30	3	30.1	$11,923,113	Completed
Knecht RD & Pt Malabar from Babcock to US 1	2	9.49	$4,431,232	Completed
Northeast Area Misc.	2	17.68	$6,179,384	Punch List
Units 13, 14 and Madden and Osmosis	3	34.16	$10,950,728	NTP 5/22/23
Micro Surfacing of 3 Roads in Unit 40	2		$242,573	NTP 11/1/23
Country Club 1-10	2	20.9	$11,129,738	Bid in November
Units 22, 37, 57, Waco and Minton	3	27.18	$12,992,038	Bid in December
Units 26, 38, 39 & 40	2	19.39	$1,597,069	Micro-Surfacing
Unit 6	4	14.12	$3,422,657	Phase 4 Estimates
Unit 44	4	29.96	$10,085,930	Phase 4 Estimates
Unit 45	4	23.62	$8,617,501	Phase 4 Estimates
Unit 50, Emerson and Bayside	4	30.61	$9,398,586	Phase 4 Estimates

Locations	Phase	Miles	Cost	Status
Unit 55	4	2.83	$948,024	Phase 4 Estimates
Unit 7	5	18.6	$5,568,393	Phase 5 Estimates
Unit 8	5	15.7	$4,700,203	Phase 5 Estimates
Unit 9	5	15.1	$4,520,578	Phase 5 Estimates
Unit 10	5	15.3	$4,580,453	Phase 5 Estimates
Unit 12	5	20.6	$6,167,146	Phase 5 Estimates
Unit 16	5	25.6	$7,484,400	Phase 5 Estimates
Unit 19	5	13.6	$3,891,888	Phase 5 Estimates
Unit 21	5	7.9	$2,365,070	Phase 5 Estimates
Unit 28	5	4.9	$1,629,936	Phase 5 Estimates
Unit 29	5	4.8	$1,596,672	Phase 5 Estimates
Unit 36	5	18.9	$5,658,206	Phase 5 Estimates
Malabar Road	5	4.95	$6,818,918	Phase 5 Estimates
Jupiter from Garvey to San Filippo	5	3.47	$1,142,718	Phase 5 Estimates
Melbourne Poultry Colony	5	4.13	$1,030,352	Phase 5 Estimates
Unit 49	5	28.4	$11,021,472	Phase 5 Estimates

Projects Complete or Under Contract	$93,774,169
Estimated Future Projects	$126,367,948
Total Expected Expenditures	$220,142,117
Difference Between Estimates/Costs and Bond	-$70,142,117

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Terese Jones, City Clerk**

DATE: **11/14/2023**

RE: **Consideration of councilmembers serving as representatives to other agencies/organizations/committees.**

Each year the City Council is presented with the organizations and agencies on which the city has representation. Councilmembers need to be reaffirmed or appointed to the following:

1) Space Coast League of Cities
   Donny Felix, Delegate
   Rob Medina, Alternate

2) Space Coast Transportation Planning Organization
   Rob Medina
   Randy Foster
   Donny Felix
   Kenny Johnson, Alternate

3) Economic Development Commission of Florida's Space Coast (Board of Directors)
   Rob Medina

4) Economic Development Commission of Florida's Space Coast (Executive Committee)
   Rob Medina

5) Economic Development Commission of Florida's Space Coast (Ad Valorem Tax Abatement Council)
   Nancy Bunt

6) Risk Management Committee
   Randy Foster

7) Capital Outlay Committee
   Alexandra Bernard

8) Community Development Advisory Board
   Kenny Johnson

REQUESTING DEPARTMENT:
Legislative

FISCAL IMPACT:
None

RECOMMENDATION:
Request for Council to be reaffirmed or appointed to agencies, organizations or committees.

ATTACHMENTS:

Description

Agencies/Organizations/Committees

Board/Committee	Meeting Location	Date
Space Coast League of Cities	To be announced by Host City	2nd Monday 6:30 P.M.
Space Coast Transportation Planning Organization	Government Center Building C Florida Room	2nd Thursday each month 9:00 A.M.
Economic Development Commission of Florida's Space Coast - Board of Directors	To be announced	1st Wednesday 4 – 6:30 p.m.
Economic Development Commission Of Florida's Space Coast – Executive Committee	To be announced	1st Wednesday (except Jan. 11th) 4 – 5 p.m.
Economic Development Commission of Florida's Space Coast – Ad Valorem Tax Abatement Council	To be announced	As needed
Capital Outlay Committee	To be announced	as needed
Risk Management	To be announced	As needed
Community Development Advisory Board	Council Chambers	3rd Wednesday 6 p.m.

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Terese Jones, City Clerk**

DATE: **11/14/2023**

RE: **Selection by councilmembers of a Deputy Mayor.**

In accordance with the City Charter, Article III, Legislative, Section 3.04, at the first council meeting following the first Tuesday after the first Monday in November or following any city run-off election, whichever is later, the council shall elect one (1) of its members as deputy mayor.

REQUESTING DEPARTMENT:
Legislative

FISCAL IMPACT:
None

RECOMMENDATION:
Motion to elect a member of City Council as deputy mayor.

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Terese Jones, City Clerk**

DATE: **11/14/2023**

RE: **Committee/Council Reports**

Committee Reports:

Space Coast Transportation Planning Organization
Space Coast League of Cities
Tourist Development Council

Council Reports

REQUESTING DEPARTMENT:
Legislative