

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

Community Open Discussion Meeting 6:00-6:55 PM (Non-Agenda Items Workshop)

AGENDA

APRIL 5, 2022 - 7:00 - 10:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Marge Herzog, Councilmember (Seat 5)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

Public Works Director, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE- Loxahatchee Groves Elementary School

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

APPOINT SEAT OF MAYOR- RESOLUTION NO. 2022-10

APPOINT SEAT OF VICE MAYOR- RESOLUTION NO. 2022-11

RECESS TOWN COUNCIL MEETING & CALL TO ORDER DEPENDENT WATER CONTROL DISTRICT

APPOINT CHAIR OF BOARD OF SUPERVISORS- RESOLUTION NO. 2022-DD01

APPOINT TREASURER OF BOARD OF SUPERVISORS-RESOLUTION NO. 2022 DD02

RECONVENE TOWN COUNCIL MEETING

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are live-streamed and close-captioned for the general public via our website, instructions are posted there.

CONSENT AGENDA

1. Approval of Meeting Minutes
 - a. March 1, 2022, Town Community Resident Workshop
 - b. March 15, 2022, Town Community Resident Workshop
 - c. March 15, 2022, Town Council Regular Meeting
2. Approval of **Resolution No. 2022-14** amending SAFEbuilt contract (Building).

PRESENTATION

3. Update from Kim Delaney, Treasure Coast Planning Council.

REGULAR AGENDA

4. Discussion of Solid Waste Authority (SWA) Beautification and Blight Grant.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Laura Danowski (Seat 2)

Marianne Miles (Seat 3)

Marge Herzog (Seat 5)

Mayor Robert Shorr (Seat 4)

TOWN STAFF COMMENTS

Town Manager

Assistant Town Manager

Town Attorney

Public Works Director

Town Clerk

ADJOURNMENT

Comment Cards:

Note public comment rules may be modified during the COVID-19 pandemic, see above.

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.

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Agenda # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

DATE: April 5, 2022

VIA: James Titcomb, Town Manager

SUBJECT: Meeting Minutes

Staff recommends approval of the attached meeting minutes.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY RESIDENT WORKSHOP
MARCH 15, 2022**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:00 p.m.

PRESENTATION:

Mayor Shorr stated that tonight's Community Resident Workshop would be a little different than the usually. He stated that we would be recognizing some of our past residents who have served for more than 10 years on either the Loxahatchee Groves Water Control District or Town Council. There were two awards presented to two residents who have served as our Municipal Precinct Clerk and Municipal Canvassing Board Member.

There were Town Council Comments:

Town Clerk Burch read comments that were given by Councilmember Maniglia into read. There were additional comments given by Councilmembers Herzog and Miles, Vice Mayor Danowski and Mayor Shorr.

Mayor Shorr presented plaques and certificates to the following:

Mr. John Ryan for his service as a member to the Loxahatchee Groves Water Control District from 2007-2016.

Mr. David DeMarios for his service as a member of the Loxahatchee Groves Water Control District from 1997-2015 and Town of Loxahatchee Groves Town Council from 2017-2020.

Mr. Ronald Jarriel recognition of his dedication and service as member of the Loxahatchee Groves Water Control District from 2000-2009 and Town of Loxahatchee Groves Town Council for 2009-2018.

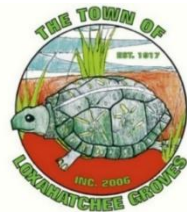
Ms. Lisa El-Ramey for her service as a member of the Town of Loxahatchee Groves Council from 2019-2021 and her service as Mayor for 2020-2021.

Mr. William Ford, Esq. in appreciation of his services as a Canvassing Board Member for the Town of Loxahatchee Groves Municipal Elections.

Mrs. Sharyn Browning in appreciation of her services and dedication as Precinct Clerk for the Town of Loxahatchee Groves Municipal Elections from 1982-2022.

ADJOURNMENT:

There being no further business the meeting was adjourned at 6:22 p.m.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY RESIDENT WORKSHOP
MARCH 15, 2022**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Former Mayor Lisa El-Ramey led a prayer.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia (absent), Marianne Miles and Margaret Herzog, Assistant Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Motion was made by Councilmember Herzog seconded by Vice Mayor Danowski to approve the agenda as is; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were no public comments.

PRESENTATION

1. Presentation of Canvassing Board Certification of March 8, 2022, Town of Loxahatchee Groves Candidates (also minutes from 2022 Town of Loxahatchee Groves' Canvassing Board will be available).

2302 registered voters in the Town of Loxahatchee Groves

650 (approximately) votes were cast in the election held on March 8, 2022.

Seat 2

Laura Danowski received **338** votes equaling **52.08** of total votes.

Todd McLendon received **311** votes equaling **47.92** of total votes.

Seat 4

Paul Coleman received **320** votes equaling **49.23** of total votes.

Robert Shorr received **330** votes equaling **50.77** of total votes.

Referendum Question # 1

Yes received **521** votes equaling **86.26** of total votes.

No received **83** votes equaling **13.74** of total votes.

Referendum Question # 2

Yes received **280** votes equaling **45.90** of total votes.

No received **330** votes equaling **54.10** of total votes.

Referendum Question # 3

Yes received **491** votes equaling **81.70** of total votes.

No received **110** votes equaling **18.30** of total votes.

Town Clerk Burch presented the item by stating that the numbers that are presented above are the final results of the March 8th Municipal Elections and attached are the minutes of the Canvassing Board.

Motion was made by Vice Mayor Danowski seconded by Councilmember Herzog to accept the results and receive and file the Canvassing Board minutes; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Miles.

2. Oath of Office for New Council Members.

Town Clerk Burch administered the Oath of Office to Robert Shorr, Seat #4 elected candidate and Laura Danowski, Seat #2.

Clerk Note: Appointment of Mayor and Vice Mayor will be conducted during the April 5, 2022, Town Council meeting. (Pursuant to the Town Charter, Section 2 (2)(a)).

TOWN COUNCIL COMMENTS

- Councilmember Herzog thanked all who have served the community.
- Councilmember Miles thanked everyone who makes this town a better place.
- Vice Mayor Danowski thanked all those who voted in this election, she also stated that she is grateful to serve this community. She always mentioned about having agenda review meetings.
- Mayor Shorr thanked all the residents who came out to the recognition ceremony this evening. He also stated that he looks forward to working with for the community. He asked that council and staff come to the next meeting with 3-5 things that would like to get done this coming year. Mayor Shorr stated that all should feel free to contact him or any councilmember.

TOWN STAFF COMMENTS

- Assistant Town Manager Ramaglia welcomed the new resident. Congratulated the newly elected councilmembers.

- Town Attorney Lenihan, announced Attorney-Client meeting to be held on March 28, 2022, at 8:30 a.m. There was discussion among Town Clerk, Town Attorney and Town Council.

Motion was made Vice Mayor Danowski seconded by Councilmember Miles to approve the Attorney-Client Session on Monday, March 28, 2022, at 8:30 a.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Miles. Motion passed unanimously.

- Town Clerk Burch stated that it has been a privilege to have worked with current Council and looks forward to continuing to work with them.

ADJOURNMENT

There being no further business the meeting adjourned at 7:25 p.m.

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Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves
FROM: Elizabeth Lenihan, Town Attorney
VIA: James Titcomb, Town Manager
DATE: April 5, 2022
SUBJECT: Approval of Resolution No. 2022-14 Regarding Contract with SAFEbuilt Florida, LLC for Building Department related services

Background:

On July 6, 2021, the Town Council approved Resolution No. 2021-35 approving an agreement with SAFEbuilt Florida, LLC utilizing a contract competitively procured and entered into by Okeechobee County for building department related services effective August 1, 2021. The project was delayed and the agreement was never signed. The parties have been working to resolve the delay and find the best path forward. The agreement has been amended to reflect the agreement between the parties with an effective date of November 1, 2021.

Recommendations:

Move that the Town Council adopt **Resolution No. 2022-14**, rescinding Resolution No. 2021-35 and the authorizations made pursuant thereto and authorizing the entry by the Town into an agreement with SAFEbuilt Florida, LLC for building department related services based on the Okeechobee County contract procured through (RFQ#2019-10).

RESOLUTION NO. 2022-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RESCINDING RESOLUTION NO. 2021-35 AND THE AUTHORIZATIONS MADE PURSUANT THERETO; AND AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH SAFEUILT FLORIDA, LLC FOR SERVICES UTILIZING ANOTHER GOVERNMENT AGENCY CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133 of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

WHEREAS, the Town is in need of reliable sources for Building Department related services; and

WHEREAS, Okeechobee County has competitively procured Building Department related services through RFQ#2019-10 and the Town can obtain the same goods and services at prices equal to or less than the prices in the contracts entered into by Okeechobee County through RFQ#2019-10; and

WHEREAS, the Town Council desires to enter into an agreement with SAFEuilt Florida, LLC utilizing the local government contract between SAFEuilt Florida, LLC and Okeechobee County (RFQ#2019-10) for Building Department related services; and

WHEREAS, by Resolution No. 2021-35, the Town Council approved entering into the agreement effective August 1, 2021; but the project was delayed, the agreement was never signed, and the agreement has been amended since that time; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby rescinds Resolution No. 2021-35, and the authorizations made pursuant thereto.

Section 3. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the local government contract between SAFEbuilt Florida, LLC and Okeechobee County (RFQ#2019-10) for Building Department services, effective November 1, 2021. The Mayor is authorized to execute any and all documents to implement the use of the other government contracts by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use the other government contract so long as it remains in effect, including renewals or extensions of the contract by the other government agency.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS __DAY OF _____ 2022.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Office of the Town Attorney

Council Member Phillis Maniglia

Council Member Marianne Miles

Piggyback Purchasing Agreement

This Agreement for Building Department Services (“Agreement”) is made as of the 1st day of November, 2021, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (the “TOWN”), and SAFEbuilt Florida, LLC, 3755 Precision Dr., Suite 140, Loveland, Colorado 80538, a limited liability company authorized to do business in the State of Florida (the “CONTRACTOR”).

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform building department services, including, but not limited to, management, building inspection, and plans review (“SERVICES”) for the TOWN; and,

WHEREAS, Okeechobee County through its competitive selection process awarded the Contract (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions.

4.1 The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement, including Exhibits hereto;
- C. CONTRACT (including the Solicitation, Contractors Proposal and Contract).

4.2 The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement, including Exhibits hereto;
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT, and more particularly specified in the Exhibits to this Agreement. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance will name the TOWN as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.6 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to

mirror the CONTRACT which shall expire on November 30, 2022. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the

CONTRACTOR does not transfer the records to the TOWN.

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

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 OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov , OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.14 Notices: All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 Sales and Use Tax: The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

6.16 Scrutinized Companies: As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the TOWN's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

6.17 Public Entity Crimes: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR 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 or sub-CONTRACTOR 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

6.18 Enforcement Costs: All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

6.19 Waiver of Trial by Jury: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. CONTRACTOR shall provide Indemnatee with counsel in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but

shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) the third party claim seeks an injunction or equitable relief against the TOWN; or (ii) the CONTRACTOR has failed or is failing to prosecute or defend the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. Insurance.

8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.

8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.

8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

8.6 TOWN shall be named as an additional insured on CONTRACTOR's insurance coverage.

8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.

8.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
_____, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Elizabeth V. Lenihan, Town Attorney

CONTRACTOR: SAFEbuilt Florida, LLC, a Delaware
limited liability company

By: SAFEbuilt, LLC, its sole member

EXHIBIT “A”
LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- ✓ Provide a designated Building Official for the TOWN
- ✓ Manage and help administer the department and report to the TOWN’S designated official
- ✓ Be a resource for CONTRACTOR team members, TOWN staff, and applicants
- ✓ Help guide citizens through the complexities of the codes In order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how *they* may impact projects in the area
- ✓ Oversee CONTRACTOR’S quality assurance program and will make sure that CONTRACTOR is meeting its agreed upon performance measurements and *TOWN’S* expectations
- ✓ Provide training for CONTRACTOR’S inspectors on TOWN adopted codes and local amendments as needed
- ✓ Make recommendations regarding local amendments
- ✓ Coordinate with other TOWN departments
- ✓ Oversee certificate of occupancy issuance to prevent issuance without code compliance of all applicable departments/divisions
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for the TOWN-frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with TOWN staff to establish and/or refine building department processes
- ✓ Provide Building Code interpretations for final approval
- ✓ Be the main point of contact from CONTRACTOR for the TOWN
- ✓ Issue stop-work notices for non-conforming activities - as needed

Building, Plumbing, Mechanical and Electrical Inspection Services

- ✓ Perform consistent code compliant Inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite Inspection consultations to citizens and consultants while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket
- ✓ Discuss Inspection results with site personnel

Professional Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances using certified plans examiner
- ✓ Coordinate plan review tracking, reporting, and Interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

Reporting Services

CONTRACTOR will work to develop a reporting schedule and format that meets the TOWN'S needs. CONTRACTOR can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other Items that are of special interest to TOWN.

2. TOWN OBLIGATIONS

- ✓ All fees will be collected by the TOWN
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, use of photocopier and fax machine
- ✓ TOWN shall provide CONTRACTOR with a list of requested inspections and supporting documentation
- ✓ Provide CONTRACTOR with remote access to the TOWN'S permitting software

3. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding TOWN holidays.

Deliverables	
INSPECTION SERVICES	Perform inspections within two (2) business days of receiving inspection request(s) from the TOWN
MOBILE RESULTING	CONTRACTOR will provide its inspectors with field devices to enter results immediately

PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	CONTRACTOR will provide comments within the following timeframes:		
	<u>Project Type:</u>	First Comments	Second Comments
	Single family within Multi-family within Small commercial within (under \$2M in valuation) Large commercial within	5 business days 10 business days 10 business days 15 business days	5 business days or less 5 business days or less 5 business days or less 10 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT “B”
FEE SCHEDULE FOR SERVICES

1. FEE STRUCTURE

CONTRACTOR fees for Services provided pursuant to this Agreement will be as follows:

Building Department Service Fees	
90% of fees collected based on Exhibit C: Town Permit Fee Schedule	
Activities/Meetings where no permit fee is generated (As requested with prior written approval by Town)	
Normal Business Hours- 8:00am to 5:00pm	\$50.00 per hour – one (1) hour minimum
Other Than Normal Business Hours	\$68.00 per hour – one (1) hour minimum
Time tracked will include travel time from CONTRACTOR’S office to the TOWN or Inspection Site	

2. INVOICE & PAYMENT STRUCTURE

CONTRACTOR will invoice the TOWN on a monthly basis and provide all supporting documentation. All payments are due to CONTRACTOR within 45 days of invoice date. The TOWN may request additional information before approving the invoice. When additional information is requested the TOWN will identify specific disputed item(s) and give specific reasons for any request. If additional Information Is requested, TOWN will submit payment within thirty (30) days of resolution of the dispute. All invoicing and payment will be in accordance with the Local Government Prompt Payment Act.

EXHIBIT “C”
TOWN PERMIT FEE SCHEDULE

EXHIBIT “D”
OKEECHOBEE COUNTY CONTRACT

EXHIBIT “E”
OKEECHOBEE COUNTY RFQ 2019-10 BUILDING DEPARTMENT SERVICES

EXHIBIT “F”
SAFE BUILT RESPONSE TO RFQ 2019-10 BUILDING DEPARTMENT SERVICES

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

LAND DEVELOPMENT, INFRASTRUCTURE & SPECIAL PERMIT FEES *	
Site Plan Approval Application	\$ 5,100.00
Site Plan Amendment Application	\$ 2,000.00
Administrative Site Plan Amendment	\$ 250.00
Preliminary Plat Application	\$ 1,000.00
Plat Amendment Application	\$ 1,000.00
MOT Application	\$ 500.00
Variance Application	\$ 3,100.00
Future Land Use Amendment Application	\$ 5,100.00
Rezoning Application	\$ 5,000.00
Zoning Confirmation Request Application	\$ 250.00
Vested Rights Determination Application	\$ 250.00
Special Exception Application - Category A	\$ 5,100.00
Special Exception Application - Category B	\$ 500.00
Special Exception Application - Category C	\$ 250.00
Certificate of Conformity - General Request Application	\$ 250.00
Certificate of Conformity - Lot Splits/Combinations Request Application	\$ 250.00
Land Clearing Exemption Application	\$ 250.00
Land Clearing Waiver Application	\$ 250.00
Land clearing site visit	\$ 125 / hour
Site Development:	
Site Development - Floodplain Development Application Fee	\$ 250.00
Right-of-Way - General	2% of Construction Cost / \$500 min
Right-of-Way - Drainage Connection to R/W line	\$ 500.00
Right-of-Way - Drainage through R/W	\$ 500.00
Right-of-Way - Driveway Connection to R/W line	\$ 500.00
Right-of-Way - Driveway through R/W or over canal	\$ 1,000.00
Right-of-Way – Utility	\$ 500.00
Vegetative Removal/Land Clearing Permit Application (Residential & Non-Residential, including vacant properties)	\$ 2,000.00
Tree Mitigation-Native and Specimen Trees:	
Fee-in-lieu equivalent to three times retail value of each tree, plus installation costs	On value

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

Ag - based on acreage assigned Ag use code and percentage of mitigation fee	On acreage
≤ 5 acres	2%
5.01-20 acres	5%
≥ 20.01 acres	10%
Restoration plan application fee	
Infrastructure:	
Residential	\$ 250.00
Non-residential	\$ 500.00
Communications & Utility	2% of Construction Cost / \$500 min
Survey Review (per survey including updates & corrections)	\$ 125 / hour
Address Assignment or Change	\$ 500.00
Sign (including temporary) Permit Application	\$ 500.00
Conditional Use / Special Use	\$ 1,000.00
Annexation Application Fee	\$ 1,250.00
PUD Approval &/or Amendment	\$ 2,000.00
Comp Plan/ULDC Text Amendment	\$ 2,000.00
Zoning Amendment	\$ 2,000.00
Development Approval Extension	\$ 500.00
Temporary Construction Trailer	\$ 100.00
Temporary Use/Special Event Permit	
Large Events (Parade, Concert, Carnival, Sidewalk Sale, Food Truck Events, etc.)	\$ 300.00
Mid-Sized Events (more than 50 – 100 ppl)	\$ 150.00
Small Events	\$ 50.00
Garage Sale permit	\$ 25.00
Expedited or out of sequence application review (in addition to regular fees & charges)	3X permit fee
Retroactive permit	4X permit fee
* All above fees are application or submittal fees and are subject to additional cost recovery fees for professional time and materials plus 10% administrative costs as noted below	
PLAN REVIEW FEES	
Pre-application meeting	\$550/hour
Revision (per resubmittal plus additional per sheet/attachment)	\$100 / resubmittal + \$20 / additional sheet

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

Application Sufficiency review	\$ 100.00
Each review after third review	4X permit fee
Alternate methods / Material processing	\$ 900.00
Verification on LOMR or mitigation affidavits (in addition to FEMA)	
FEMA community acknowledgement on LOMR, per building/lot	\$ 100.00
Mitigation affidavit, per system, each building	\$ 75.00
Expedited or out of sequence plan review	
Residential - regular plan review fees	\$ 430.00
Commercial < 5,000Sf - regular plan review fees plus	\$ 875.00
Commercial > 5,000Sf - regular plan review fees plus	\$ 1,875.00
BASE BUILDING PERMIT FEES	
Valuation Range Fees (includes plan review + inspection)	
up to \$10,000	\$ 250.00
\$10,001 - \$100,000	2%
100,001 - 500,000	1%
500,001 - 1,500,000	1%
1,500,001 and up	1%
Submittal Fees (due with application for detached single family homes. Credited towards permit fees above. Forfeited if not permitted)	
0—800 square feet	\$ 500.00
801—1,399 square feet	\$ 750.00
1,400—1,999 square feet	\$ 1,000.00
2,000—3,599 square feet	\$ 1,500.00
3,600 and larger square feet	\$ 2,500.00
Retroactive permit after start of construction	4X permit fee
ADDITIONAL BUILDING PERMIT FEES	
AC Change outs	
Residential per unit	\$ 100.00
Commercial per unit	\$ 150.00
Accessory buildings	
Prefab 50SF - 120SF	\$ 50.00

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

Prefab 121 SF - 400 SF	\$ 100.00
Site Built 50SF - 120SF	\$ 100.00
Site Built 121SF - 400 Sf	\$ 200.00
401SF and over	On valuation
AG exemption processing (includes but not limited to Non-Residential Farm Buildings)	\$ 200.00
Awnings/canopies/tents/membrane structures per 2000SF. Excludes electrical	\$ 100.00
Concrete Slabs	
Per 20,000SF or less (no inspection)	\$ 50.00
Per 20,000SF or less (with inspection)	\$ 100.00
Demolition permits	1% of value
Door and window replacements:	
Windows and/or entry doors, per 20 openings or increment	\$ 100.00
Windows and/or entry doors with shutters, per 20 openings or increment	\$ 200.00
Shutters, per 20 openings or increment	\$ 150.00
Garage doors, per 3 openings or increment	\$ 100.00
Excavation with 1 & 2 family dwelling (w/inspections)	\$ 150.00
Roofing:	
New roofs	On valuation
1 & 2 family residential:	
Pre-approved flat roofs (less than 4 squares)	\$ 150.00
With individual plan review	\$ 100.00
Repairs (less than 2 squares and under \$2,500)	\$ 75.00
Fences, barriers, railings, & site walls:	
Residential fence (no inspection)	\$ 75.00
Residential fence w/inspection required	\$ 125.00
Pool barrier (with plan review and inspection)	\$ 100.00
Commercial fences, with inspection, per 500 L.F. or portion	\$ 100.00
Site walls, per 500L.F. or increment	\$ 150.00
Screen/aluminum construction:	
Carport or porch (open wall or screened)	\$ 150.00
Pool enclosures	\$ 200.00
Wall screen, doors (non-structural):	
With individual plan review	\$ 100.00
Repairs to existing construction	\$ 75.00
Walls infill: (under existing roof, including electric)	\$ 150.00
Swimming pool & spa heaters: New, w/supply lines (w/plan review & inspections)	\$ 150.00

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

Water or pool heater replacements 1&2 family	\$ 100.00
Landscape irrigation systems:	
1&2 family dwellings, (if scope of work is not in a primary permit)	\$ 100.00
Other than 1 & 2 family dwellings	On valuation
Electric:	
Temporary poles (no plan review)	\$ 100.00
Service change: (includes service disconnect and/or meter can and/or panel)	
1 & 2 family (with plan review & one inspection)	\$ 100.00
Commercial, per 400 amps or part (With plan review & one inspection)	\$ 100.00
Site lights, per 5 poles or parts	\$ 100.00
Low voltage:	
Dwelling unit, each	\$ 75.00
Commercial systems	On valuation
Fire protection systems	\$ 75.00
Fire alarms:	
Sub-permit	\$ 75.00
Primary	On valuation
Hood, Commercial (excludes suppression system), each	\$ 100.00
Phone/CATV service (or prepay per II.E.2.b, if master plan)	\$ 75.00
Repairs, & other work:	
≤ \$2,500.00 value	\$ 75.00
> \$2,500.00 value	On valuation
Standby generators:	
Generator electric only, 1 & 2 family dwelling	\$ 150.00
Generator and/or tank and/or lines, 1 & 2 family dwelling	\$ 250.00
Other than 1 & 2 family dwellings	On valuation
Gas or fuel tank and lines:	
Below 501 gal, per new tank, and/or lines only and/or remove	\$ 100.00
Larger capacities, per tank	\$ 150.00
Replacements	\$ 100.00
Utility connections:	
Water or sewer line, house & main connection	\$ 75.00
Water meters (if not set by utility):	
Each 1 or 2 family dwellings	\$ 75.00
Others	On valuation

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

BUILDING INSPECTION FEES	
Unproductive Inspection - Inspection (defined as not ready for inspection, no building access, no plans, no permit or no Notice of Commencement (NOC) on site, no site access, or site / building too dangerous to inspect.	\$ 50.00
Unscheduled Inspection - Unscheduled inspection shall be performed at a fee of \$50.00 per request, and contingent upon the availability of inspectors	\$ 50.00
After hours Inspections (weekdays / two-hour minimum) Upon written request three (3) days in advance, payment of appropriate fees, contingent upon the availability of inspectors. Inspections outside normal work hours shall be charged as follows: On weekdays, a two-hour minimum at \$75 per hour is charged. On weekends, a two-hour minimum at \$75 per hour is charged.	\$ 75.00
Re-inspection:	
1st re-inspection	\$ 50.00
2nd re-inspection without "correction" done	\$ 100.00
3rd and subsequent re-inspection without "correction" done	\$ 300.00
General or special inspections:	
Advisory, first on site hour or part	\$ 100.00
Plus, each additional hour or part	\$ 75.00
Electrical waiver power release inspection (1 meter)	\$ 150.00
Plus, each additional meter (same trip)	\$ 20.00
Sectioning building for incremental/partial inspections, per section	\$ 250.00
Final inspections by affidavit	\$ 100.00
C/O or C/C inspections:	
CO or CC <24 hour notice	\$ 250.00
CO or CC more 24 hour notice	no charge
Temporary C/O or C/C. Each for a 30 day period.	
On residential dwelling units, each unit and each condition	\$ 150.00
On commercial work, each building and each condition	\$ 500.00
Partial C/O or C/C	
On residential dwelling units, each	\$ 300.00
On commercial work, each building	\$ 1,000.00
CODE ENFORCEMENT FINES & FEES *	
Hourly Rates:	

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

Nonsupervisory	
Code Officer	\$ 80.00
Building Inspector	\$ 110.00
Fire Inspector	\$ 110.00
Permit Technician	\$ 50.00
Code Enforcement Clerk	\$ 50.00
Supervisory	\$ 100.00
Consultant	\$ 125.00
Services/Subpoena	\$ 150.00
Recording fees & cost	\$ 25 + actual cost
Code Enforcement Stipulation Agreement	\$ 100.00
Code violation verification letter	\$ 75.00
Tree mitigation violations:	
Fine for removing trees	2x mitigation rate + restoration plan approval
After the fact site inspection (per hour per visit)	\$ 500.00
Irreparable & irreplaceable damage	\$5,000 per tree per day
Manure/bedding dumping:	
1st offence (existing fee section 30-47)	\$ 250.00
2nd offence (existing fee section 30-47)	\$ 500.00
Unpermitted hauler	\$ 2,000 per occurrence
Improper disposal of waste (existing fee Section 38-25)	
First offense	\$ 100 / load / day
Second offense	\$ 250 / load / day
Third Offense	\$ 400 / load / day
Each additional offense	\$ 500 / load / day
Yard sale signs > 3 days (Existing Section 80-035)	\$ 100.00
General Violations per violation day unless otherwise specified	\$ 500.00
Irreparable & irreplaceable damage	\$ 5,000 per occurrence
<i>* Certain fees above will also be subject to additional cost recovery fees for professional time and materials plus 10% administrative costs as noted below</i>	
ADMINISTRATIVE FEES	
Records requests, customer request for files, investigation or research, etc (requires deposit)	

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

Nonsupervisory	\$50 /hr (\$80/hr licensed)
Supervisory	\$75 /hr (\$100/hr licensed)
Consultant	\$100 /hr (\$120/hr licensed)
Replacement/additional documents:	
Copies	\$ 0.20 / page
Certified Copies	\$1 / page
Color Photographs (on photo paper)	\$5.00 / photo
Reproduction of Audio CD's/Video DVD's	\$10 / CD or DVD
Certified Permit duplicate	\$40 / permit duplicate
Certified C/O or C/C (after initial free copy)	\$40 / certified copy
Plan re-stamp or additional set, base	\$60 + printing cost / set
Postage	Actual Cost
Revision of record:	
Contractor change or "to be determined"	\$ 75.00
Owner change	\$ 50.00
Lot change (within plat, after tech review of original plan)	\$ 300.00
Liens	
Lien Search Request	\$ 25.00
Lien reduction initial application	\$ 250.00
Release of Lien application	\$ 250.00
Release of Lien recording fee	\$25 + Actual cost
Construction Lien law notice	\$ 25.00
Renew or extend permit or application: (may require additional impact, building, or other fees, if increases have occurred since original application) Within 180 days of inactive status	30% of permit fee / \$100 min

UNIQUE PERMITS, OTHER FEES & CHARGES	
Special processing of permits: Extra fee (Affidavit process with building official approval, special foundation)	
Simple projects	\$ 150.00
Complex projects or new construction	\$ 300.00
Unique Permits & Other Requested Work:	
Administrative Staff	\$50 /hr (\$80/hr licensed)
Supervisor	\$75 /hr (\$100/hr licensed)
Licensed Professional Ch 468 F.S.	\$100 /hr (\$120/hr licensed)
Business Tax Receipts:	

EXHIBIT A

LOXAHATCHEE GROVES FEE SCHEDULE

Initial Application	\$ 75.00
Reclassification	\$ 50.00
Renewal	\$ 25.00
Manure Permit - Haulers	\$ 600.00
Manure Registration - Property Owner	no charge
RV registration	\$ 50.00 / per RV
RV rental space site availability verification	no charge
RV solid waste fee	Contractor Fee Schedule
Foreclosed / abandoned / vacant property registration	\$ 200.00
Room Rental (Council Chambers)	\$200.00 / hr + actual costs (COVID Cleaning, staff time, etc)
Room Rental (Conference Room)	\$100 / hr + actual costs (COVID Cleaning, staff time, etc)
Overdue accounts	1.5% monthly
Returned checks	5% or \$20
Technology fee	1%
DPBR Surcharge	1%
DCA Surcharge	1%
NOTES	

The fees and permits included herein are in addition to any other applicable fees and permits required by other agencies.

Requirements:

72 hour minimum (3 business days) review time to initially process applications and permits.

All applications submitted must be completed properly, include all required documents and necessary fees/payments. Incomplete applications will not be processed.

Failure to obtain permits, exemption requests/waivers and/or other approvals will result in 4x fees noted above.

BTR admin charges above are for application only; fee by business category set forth by existing separate ordinance

All Land Development, Infrastructure & Special Permit Fees are subject to cost recovery plus a ten percent (10%) Administrative Fee. Cost recovery includes time and materials and may require a deposit.

Site visits, use of outside professionals, additional research, etc. related to land development, infrastructure, special permits, code enforcement, RV registration, manure hauling/registration will also be subject to cost recovery plus administrative fees noted above.

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

This fee schedule may not include all fees and charges where provided by separate Town resolutions, ordinances and/or state law.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

*

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter called the "Agreement") made and entered into this 12 day of December, 2019, by and between **OKEECHOBEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and **SAFEbuilt Florida, LLC**, a Foreign Limited Liability Company, hereinafter referred to as the "CONSULTANT";

WITNESSETH

WHEREAS, the COUNTY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of Okeechobee County; and

WHEREAS, the COUNTY has full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, the CONSULTANT is in the business of providing building department management, building inspection services, building plan review, and management of Construction Industry Licensing Meetings in Okeechobee County and elsewhere in the State of Florida; and

WHEREAS, the CONSULTANT is competent and has sufficient manpower, training and technical expertise to perform the services contemplated in this Agreement in a timely and professional manner consistent with the standard of the industry in which CONSULTANT operates; and

WHEREAS, the CONSULTANT was the successful bidder of a service competitively bid and identified as "Building Department Services RFQ#2019-10" which satisfies the COUNTY's Procurement Policy; and

WHEREAS, the CONSULTANT agrees to provide such goods and services as more particularly described in this Agreement, as well as in that certain RFQ#2019-10 and any bid or quotation documents issued in connection with this Agreement.

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** THAT the foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement and are hereby ratified and made a part of this Agreement.
2. **Specific Provisions.** THAT the parties hereby agree to the following specific provisions:
3. **Description of Work.** The COUNTY hereby retains CONSULTANT to furnish the goods and services as described in the COUNTY's RFQ 2019-10, and as outlined in the CONSULTANT's **Scope of Services, attached hereto as Exhibit "A"** which is attached hereto and incorporated

[[071-00023326,1ADMIN]]

herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

- a. CONSULTANT must provide all labor, materials, equipment and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- b. CONSULTANT must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposal (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the COUNTY, together with any addenda, hereinafter, the "Bid Documents". The Bid Documents are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

4. **Payment for Services.**

- a. **Payment of Building Department Services:** CONSULTANT will receive from COUNTY 90% of all revenue collected each month in accordance with **Exhibit "C" Okeechobee County Building Department Permit Fees**. CONSULTANT must invoice this revenue collection separately each month and provide backup documentation for each invoice to the COUNTY for payment of same.
 - i. Percentage of revenue collected each month in accordance with Exhibit "C" will be reviewed within one year after the effective date of this Agreement, or sooner if the Building Department Permit Fee Schedule is amended within such one year period; provided however that in no event will such percentage exceed 90% during the term of this Agreement.
- b. **Payment for Construction Licensing Fees:** CONSULTANT will receive from COUNTY 100% of all licensing fees collected each month for Continuing Licensing Fees. CONSULTANT must invoice licensing fee collections separately each month and provide backup documentation for each invoice to the COUNTY for payment of same.
- c. **Payment for Services for Attendance and Management of Construction Licensing Board Meetings:** CONSULTANT will receive a flat rate fee of \$300 for each Construction Industry Licensing Meeting attended up to 6 hours, with an hourly rate thereafter of \$90 per hour for Building Official, \$55 per hour for Administrative (permit technician) and \$80 per hour for inspector. CONSULTANT must invoice this service separately each month and provide backup documentation for each invoice to the COUNTY for payment of same.
- d. CONSULTANT must perform all work required by the Scope of Services. The COUNTY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONSULTANT's obligations. Without limitation of the COUNTY's rights under this Agreement and applicable law, CONSULTANT must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in

its work product, services, or materials arising from the error or omission or negligent act of CONSULTANT.

- e. CONSULTANT guarantees to amend, revise, replace, or correct to the satisfaction of the COUNTY any error appearing in the work as a result of CONSULTANT's failure to comply with the warranties and representations contained herein. If the COUNTY deems it expedient to require CONSULTANT's to correct deficient or defective work, an equitable deduction from the contract price shall be made therefor, or in the alternative, the COUNTY, at its option, may seek damages.
- f. Neither inspection nor payment, including final payment, by the COUNTY will relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.
- g. CONSULTANT is prohibited from placing a lien on any property owned by the COUNTY. This prohibition applies to any of CONSULTANT's sub-consultants, suppliers, and employees.

5. **Term.** This Agreement has a Term of three (3) years, beginning December 1, 2019 and ending November 30, 2022 and may be renewed for up to three (3) additional one (1) year Terms, upon agreement of the parties in writing, unless sooner terminated under the terms of this Agreement.

6. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the COUNTY in whole or in part at any time without cause by the COUNTY giving written notice to CONSULTANT not less than 60 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the COUNTY or CONSULTANT giving written notice to the other party not less than ten (10) days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. COUNTY's Project Manager: Robbie L. Chartier, County Administrator.
- b. CONSULTANT's Project Manager: Tom Walsh, SAFEbuilt Regional Operations Manager.

8. **Notices.** All notices to the parties under this Agreement shall be in writing and sent certified mail to:

- a. To COUNTY: Okeechobee County Board of County Commissioners, Attention: County Administrator, 304 NW 2nd Street, Okeechobee, Room 123, Florida 34972;

- b. To CONSULTANT: SAFEBuilt, LLC., Attention: Greg Toth, President 3755 Precision Drive, Suite 140, Loveland, CO 80538.

9. Insurance.

- a. The CONSULTANT must maintain such insurance as will fully protect both CONSULTANT and the COUNTY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONSULTANT, any sub-consultant, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required in this Agreement must not be less than the amount described in the Bid Documents. If the Bid Document do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employer's Liability with a limit of \$100,000.00 each accident, \$100,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent CONSULTANTS, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury, and advertising injury.
 - iii. Professional Liability: CONSULTANT and its officers, employees and/or agents will provide the COUNTY a Certificate of Insurance evidencing professional liability insurance with limits not less than \$1,000,000 (minimum) aggregate with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement, including but not limited to design errors and omissions. CONSULTANT must maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of completion of any work performed under this Agreement. In the event that CONSULTANT goes out of business during the Term of this Agreement or the three (3) year period described hereinabove, CONSULTANT must purchase Extended Reporting Coverage for claims arising out of CONSULTANT's negligent acts, errors, and omissions during the term of the Professional Liability Policy.
 - iv. Automotive & Automotive Equipment: \$300,000 (minimum) Combined Single Limits (CSL) for bodily injury; to include hired and non-owned.
 - v. CONSULTANT must furnish the COUNTY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY is to be specifically included as an additional insured and

Loss Payee on all policies required by paragraph 9 except Workers' Compensation and Professional Liability. In the event the insurance coverage expires prior to the completion of the Project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the COUNTY before commencement of any work activities.

- vi. CONSULTANT must ensure that any and all of CONSULTANT's sub-consultants comply with all insurance requirements of sub-paragraph 9.a., including the requirement to include the COUNTY and CONSULTANT as an additional insured and Loss Payee on their general liability and automotive insurance policies.
- vii. All deductible amounts shall be paid for and be the responsibility of CONSULTANT for any and all claims under this Agreement.
- viii. Indemnification: Any contract negotiated with the selected firm shall contain a provision which indemnifies and holds harmless Okeechobee County, its officers and employees from and against all claims, suits, sanctions, damages or causes of actions resulting from any personal injury, loss of life or damage to property which results from the performance of services by said firm, CONSULTANT shall furnish the COUNTY Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf, before beginning its performance under this Agreement and the County shall be specifically included as an additional insured or loss payee on all policies except Worker's Compensation. In the event insurance coverage expires prior to the completion of this agreement, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the COUNTY before commencement of any work activities.
- ix. Said insurance coverage procured by CONSULTANT as required herein shall be considered, and CONSULTANT agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to CONSULTANT, and that any other insurance, or self-insurance available to CONSULTANT shall be considered secondary to, or in excess of, the insurance coverage(s) procured by CONSULTANT as required herein.
- x. Nothing herein shall be construed to extend COUNTY's liability beyond that provided in section 768.28, Florida Statutes.

10. **General Provisions.** That the parties hereby agree to the following general provisions:

- a. **Representation of the CONSULTANT.** CONSULTANT represents that it has technical expertise and training to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the profession. CONSULTANT will provide a designated Building Official for Okeechobee County.

- b. **Representation of the County.** The COUNTY represents that it is duly organized and existing as a political subdivision of the State of Florida. Further, the COUNTY has the full power and authority to enter into the transactions contemplated by this Agreement and has the ownership and/or control over the services to be provided.
- c. **Personal Nature of Agreement; Assignment.** The parties acknowledge that the COUNTY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONSULTANT. Accordingly, this Agreement is personal and CONSULTANT shall not assign or delegate any rights or duties hereunder without the specific written consent of the COUNTY. In the event CONSULTANT requires the services of any sub-consultant or professional associate in connection with the work to be performed under this Agreement, CONSULTANT shall obtain the written approval of the COUNTY Project Manager prior to engaging such sub-consultant or professional associate.
- d. **Independent CONSULTANT.**
 - i. It is specifically agreed that CONSULTANT is deemed to be an independent CONSULTANT and not a servant, employee, joint adventurer or partner of the COUNTY. It is further agreed that no agent, employee, or servant of CONSULTANT shall be deemed to be the agent, employee, or servant of the COUNTY. None of the benefits, if any, provided by the COUNTY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the COUNTY to the employees, agents, or servants of CONSULTANT. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and sub-consultants during the performance of this Agreement. Although CONSULTANT is an independent CONSULTANT, the work contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to the CONSULTANT, the CONSULTANT's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The COUNTY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONSULTANT.
 - ii. CONSULTANT shall bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
 - iii. CONSULTANT agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.
- e. **Indemnification.**
 - i. CONSULTANT shall indemnify and hold the COUNTY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or

[1073-00023326.1.ADM(DN)]

- expenses, including attorney's fees and court costs, incurred by the COUNTY, or its agents, officers, or employees, arising directly or indirectly from CONSULTANT's performance under this Agreement or by any person on CONSULTANT's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This shall include persons employed or utilized by CONSULTANT (including CONSULTANT's agents, employees, and sub-consultants). CONSULTANT shall further indemnify the COUNTY against any claim that any product purchased or licensed by the COUNTY from CONSULTANT under this Agreement infringes a United States patent, trademark, or copyright. The parties agree that CONSULTANT has received consideration for this indemnification, and any other indemnification of the COUNTY by CONSULTANT provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONSULTANT, by CONSULTANT's execution of this Agreement. CONSULTANT's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY's exclusive remedy.
- ii. That in the event that any claim in writing is asserted by a third party which may entitle the COUNTY to indemnification, the COUNTY shall give notice thereof to CONSULTANT which notice shall be accompanied by a copy of statement of the claim. Following the notice, CONSULTANT shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONSULTANT shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the COUNTY decides to participate in the proceeding or defense, the COUNTY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONSULTANT, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. That the indemnification provisions of this paragraph shall survive the termination of this Agreement.
 - iv. Nothing herein shall be construed to extend the COUNTY's liability beyond that provided in section 768.28, Florida Statutes.
- f. **Bid Documents.** Any request for proposals (RFP), request for qualifications (RFQ), bid specifications, or other similar documents issued for this service by the COUNTY, together with any addenda, are considered the "Bid Documents" and are hereby incorporated into this contract by reference. CONSULTANT agrees to abide by all the terms, conditions and requirements of the Bid Documents which are declared to be a material part of this Agreement and are hereby attached as Exhibit "D" and incorporated

herein by reference.

- g. **Conflicts.** Should the CONSULTANT have an unavoidable conflict of interest, (none of which are anticipated, and which the CONSULTANT agrees to not intentionally create), the CONSULTANT shall assist the COUNTY in retaining an appropriate service provider for the matter in which the conflict exists.
- h. **Public Records.**
 - i. The CONSULTANT is a "contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the COUNTY to perform the service.
 - 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under COUNTY's procedures 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 CONSULTANT does not transfer the records to the COUNTY.
 - 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
 - ii. "Public records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of the physical form, made or received in connection with this Agreement.
 - iii. Should CONSULTANT assert any exemptions to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon CONSULTANT.
 - iv. CONSULTANT consents to the COUNTY's enforcement of CONSULTANT's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONSULTANT shall pay all court costs and reasonable attorney's fees incurred by COUNTY.
 - v. CONSULTANT's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by

CONSULTANT shall be grounds for immediate unilateral cancellation of this Agreement by the COUNTY.

- vi. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROBBIE L. CHARTIER, COUNTY ADMINISTRATOR, AT RCHARTIER@CO.OKEECHOBEE.FL.US 863-763-6441, EXT 1; 304 NW 2ND STREET, ROOM 123, OKEECHOBEE, FL 34972.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the Federal Government, the State of Florida, or any department of the Federal or State Government, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTACTOR shall make inquiry from the COUNTY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. E-Verify. CONSULTANT shall expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the Term of this Agreement.
- ii. Agency. CONSULTANT agrees and acknowledges that it, its employees, and its sub-consultants are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the COUNTY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT and person employed or utilized by CONSULTANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY's sovereign immunity.
- iv. Workers' Compensation Insurance. CONSULTANT must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, CONSULTANT must ensure that the subcontractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONSULTANT must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONSULTANT must ensure that any equipment rental

- agreements that include operators or other personnel who are employees of independent CONSULTANTS, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** CONSULTANT shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONSULTANT shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under this Agreement, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONSULTANT shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the COUNTY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The COUNTY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The COUNTY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to provide and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the COUNTY or the State of Florida may have.
 - vi. **Inspections.** CONSULTANT shall permit, and require its sub-consultants to permit, the COUNTY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. CONSULTANT shall comply with §20.055(5), Florida Statutes and shall incorporate in all subcontracts the obligation to comply with §20.055(5), Florida Statutes.

11. Miscellaneous Provisions. THAT the parties hereby agree to the following miscellaneous provisions:

- a. **Non-Discrimination.** That CONSULTANT shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any

activity under, this Agreement. CONSULTANT shall take all measures necessary to effectuate these assurances.

- b. **Severability.** That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- c. **Entire Agreement.** That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONSULTANT recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the COUNTY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized County representatives.
- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. **Compliance with Laws.** The CONSULTANT, its employees, sub-consultants or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.
- f. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONSULTANT's work product, services, or materials shall not be construed to operate as a waiver of any of the COUNTY's rights under this Agreement, or of any cause of action the COUNTY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe

[1073-00023326,ADMIN]

weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

- i. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- j. **Amendment.** This Agreement may be amended only with the written approval of the parties.
- k. **Law; Venue.** This Agreement is being executed in Okeechobee County, Florida and shall be governed in accordance with the laws of the State of Florida. Okeechobee County, Florida, shall be the venue of any action thereon.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the day and year indicated above and the signatories below to bind the parties set forth herein.

OKEECHOBEE COUNTY, a political
subdivision of the State of Florida

ATTEST:

Sharon Robertson
SHARON ROBERTSON, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

By:

Terry W. Burroughs
TERRY W. BURROUGHS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Approved as to form and legality:

Wade C. Vose
Wade C. Vose, County Attorney

SAFEbuilt Florida, LLC

By:

[Signature]

ATTEST:

(CORPORATE SEAL)

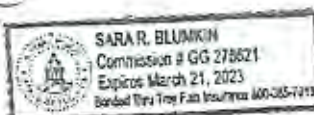
_____, Secretary

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was sworn to and subscribed before me this 12 day of December, 2019, by Tom W. Kels and authorized agent of SAFEbuilt Florida, LLC, who is personally known to me or who has produced _____ as identification.

Sara R. Blumkin
Signature of Notary Public- State of Florida



Printed/Typed/Stamped Name of Notary
My commission expires:

EXHIBIT A – LIST OF SERVICES

I. LIST OF SERVICES

Building Official Services

- ✓ Provide a designated Building Official for the County
- ✓ Manage and help administer the department and report to the County's designated official
- ✓ Be a resource for Consultant team members, County staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on County adopted codes and local amendments as needed
- ✓ Make recommendations regarding local amendments
- ✓ Coordinate with other County departments
- ✓ Oversee certificate of occupancy issuance to prevent issuance without code compliance of all applicable departments/divisions
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for the County – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with County staff to establish and/or refine building department processes
- ✓ Provide Building Code interpretations for final approval
- ✓ Be the main point of contact from Consultant for the County
- ✓ Issue stop-work notices for non-conforming activities – as needed

Building, Plumbing, Mechanical and Electrical Inspection Services

- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and CONSULTANTs while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket
- ✓ Discuss inspection results with site personnel

Professional Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances using certified plans examiner
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices

[1073-00023326.1ADMIN]

- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

Additional Services

- ✓ Specialty/local CONSULTANT licensing
- ✓ Preparation of agenda packets/minutes for the Construction Industry Licensing Board meeting and Code Enforcement Board/Magistrate (where topic involves violation of licensing or building code regulations) pursuant to section 12.01.03, Okeechobee County Code

Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

2. COUNTY OBLIGATIONS

- ✓ All fees will be collected by the County
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, use of photocopier and fax machine
- ✓ County shall provide Consultant with a list of requested inspections and supporting documentation
- ✓ Provide Consultant with remote access to the County's permitting software

3. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding County holidays.

Deliverables			
INSPECTION SERVICES	Perform inspections within twenty-four (24) hours of receiving inspection request(s) from the County		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes:		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	15 business days	10 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE STRUCTURE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Building Department Service Fees	
90% of fees collected based on Exhibit C: County Building Department Fee Schedule	
Activities/Meetings Where No Permit Fee Is Generated	
(As requested with prior written approval by County)	
Normal Business Hours – 8:00 am to 5:00 pm	\$50.00 per hour – one (1) hour minimum
Other Than Normal Business Hours	\$68.00 per hour – one (1) hour minimum
Time tracked will include travel time from Consultant's office to the County/inspection site.	

2. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the County on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The County may request additional information before approving the invoice. When additional information is requested the County will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, County will submit payment within thirty (30) days of resolution of the dispute.

EXHIBIT C – COUNTY FEE SCHEDULE

Attached as a separate file.

EXHIBIT C – COUNTY FEE SCHEDULE

**Okeechobee County Building Department
Permit Fees**

Effective July 1, 2010

Fee Schedule

Value of construction for permits will be determined by the most recent publishing of the International Code Council Building Valuation Data, estimates per square foot.

A. Residential Building – One and Two Family

1. New Structure	\$5.00 per thousand total valuation \$75.00 minimum
2. Additions	\$6.75 per thousand total valuation \$75.00 minimum
3. Accessory Structure	\$6.75 per thousand total valuation \$75.00 minimum
4. Roof/Re-roof/Roof repair	\$100.00
5. Plan Review	\$0.60 per thousand total valuation \$50.00 minimum
a. Florida Statute 553.80(2) – After the third such review the plans are rejected for that code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review.	4 times \$0.60 per thousand total valuation, or 4 times \$50.00 minimum
6. Change of the Occupancy Use	\$100.00
7. Other	\$50.00

Plan Review activity after permitting

1. Minor change and detail	\$10.00
2. Major alterations	\$50.00/hour or \$50.00 minimum
3. Marking extra "job copy set"	\$50.00/hour or \$50.00 minimum
4. Changes to approved model plans	\$50.00/hour or \$50.00 minimum
5. Pre-Submittal Plan Review	\$50.00/hour or \$50.00 minimum

B. Commercial Building

1. New Structure	\$6.75 per thousand total valuation \$150.00 minimum
2. Additions	\$7.75 per thousand total valuation \$125.00 minimum
3. Accessory Structure	\$7.75 per thousand total valuation \$50.00 minimum
4. Reroof/Re-roof/Roof repair	\$7.75 per thousand total valuation \$150.00 minimum
5. Plan Review	\$1.70 per thousand total valuation \$150.00 minimum
a. Florida Statute 553.80(2) – After the third such review the plans are rejected for that code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review.	4 times \$1.75 per thousand total valuation, or 4 times \$150.00 minimum
6. Change of the Occupancy Use	\$100.00
7. Other	\$50.00

Plan Review activity after permitting

1. Minor change and detail	\$50.00
2. Major alterations	\$75.00/hour or \$75.00 minimum
3. Marking extra "job copy set"	\$75.00/hour or \$75.00 minimum
4. Changes to approved model plans	\$75.00/hour or \$75.00 minimum
5. Pre-Submittal Plan Review	\$75.00/hour or \$75.00 minimum

C. Agriculture Building

1. New Structures	\$5.00 per thousand total valuation \$50.00 minimum
2. Addition/Remodel	\$5.00 per thousand total valuation \$50.00 minimum
3. Plan Review	\$0.20 per thousand total valuation \$50.00 minimum

D. MEP's Based on value of structure where work is performed

1. Plumbing New structure, addition and alterations	\$75.00 plus \$0.80 per thousand total valuation \$75.00 minimum
2. HVAC New structure, addition and alterations	\$75.00 plus \$0.80 per thousand total valuation \$75.00 minimum
3. Electric New structure, addition and alterations	\$75.00 plus \$0.80 per thousand total valuation \$75.00 minimum
4. Gas New structure, addition and alterations	\$75.00 plus \$0.80 per thousand total valuation of the gas installation \$75.00 minimum

E. Building Permit Valuations

Value of construction for permits will be determined by the most recent publishing of the International Code Council building valuation data, estimates per square foot.

Any item not specifically covered in the International Code Council Building Valuation Data and the schedule of permit fees shall be based on the Bona Fide contractor price (copy of same shall be submitted to the building department), or the fee shall be determined by the Building Official on an individual basis. Bona Fide contract shall be notarized.

If, in the opinion of the Building Official, the valuation of a building, alteration, structure, electrical, gas, mechanical, or plumbing systems appear to be underestimated on the permit application, permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing, equipment, and other systems, including labor.

F. Inspections

Ordinary building inspections are included in the building permit fee.

Partial inspections will be billed at the hourly rates, minimum \$50.00, and must be paid prior to any further inspections being scheduled.

Re-inspection: See Section titled "Penalties" Special inspections and all other inspections where no permit fee is generated, including but not limited to courtesy inspections.

Hourly rate of \$50.00 or \$50.00 minimum;
(After-hours is 2 times this rate)

G. Miscellaneous Flat Fee Charges

Permit extension fee (for active Permits only)

First extension (3 month maximum per request)	\$50.00
Subsequent extensions (3 month maximum per request)	\$100.00
Demolition permit extension (1-30 day extension only)	\$100.00
Permit application extension (1 month @ a time – only until permit fees change and/or code changes)	\$50.00

Refunds

This refund policy deals only with the Building Department Permit Fees. Active permit fee refund and check preparation (refund only if work has not started)

Plan examiner's review fees are non-refundable

There shall be no refund on any fee, or portion thereof, if the total amount of the Building Department Permit Fees (less plan examiner's review fees) collected is less than \$200.00.

Any eligible amounts will be refunded at the rate of 50%.	
C/O Certificate of Occupancy (included in permit price)	\$0.00
Temporary C/O (Commercial)	\$100.00
Temporary C/O (Residential)	\$50.00
Letter of Substantial Completion	\$50.00
General Administration Research (archived documents, permits...)	\$50.00 per hour \$25.00 minimum
Copy price charged separately	
Duplicate permit or duplicate Certificate of Occupancy	\$35.00
Change of contractor or owner on active permit	\$50.00
Appeal Building Official	\$300.00
Code Variance	\$300.00
Occupational License Inspection	\$50.00

Concrete

Non-buildable slabs only (driveways, stoops, walk, etc...) (buildable slabs will be part of a building or structure permit)	\$55.00
Demolition permit/structure removal permit	
Residential	\$100.00
Commercial	\$100.00
Fences (wood or chain link only)	\$50.00
Hood suppression system	\$75.00
Commercial kitchen hood	\$100.00
Siding	\$50.00
Pre-moving permit (both in and out of county)	\$75.00
Fire alarm \$2,000 and under	\$50.00
Fire alarm over \$2,000	\$100.00
Fire sprinkler (20 heads or less)	\$75.00

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the day and year indicated above and the signatories below to bind the parties set forth herein.

OKEECHOBEE COUNTY, a political
subdivision of the State of Florida

ATTEST:

Sharon Robertson
SHARON ROBERTSON, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

By:

Terry W. Burroughs
TERRY W. BURROUGHS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Approved as to form and legality:

Wade C. Vose, County Attorney

SAFEbuilt Florida, LLC

By:

[Signature]

ATTEST:

(CORPORATE SEAL)

, Secretary

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was sworn to and subscribed before me this 12 day of December, 2019, by Tom Wilkas and authorized agent of SAFEbuilt Florida, LLC, who is personally known to me or who has produced _____ as identification.

Sara R. Blumkin
Signature of Notary Public- State of Florida



Printed/Typed/Stamped Name of Notary
My commission expires:

Fire sprinkler (21 heads or more)	\$200.00
Fuel tank removal (per tank and piping)	\$50.00
Fuel tank installation (per tank and piping)	\$150.00
LP tanks/piping only	\$50.00
LP tanks/piping (up to 420 lbs or 100 gal)	\$50.00
LP tanks/piping (over 420 lbs or 100 gal)	\$100.00
Tank (excluding septic or gas)	\$50.00
Tents (up to 200 sq. ft.)	\$30.00
Tents (over 200 sq. ft.)	\$50.00
Dry hydrant	\$80.00
Spray booth (not including electric) for cars, equipment, and etc.	\$80.00
Solar, wind, or water energy generating devices (Ground, wall, or roof mounted)	\$50.00
Residential Pools (in-ground) not including electrical or plumbing (includes plan review)	\$350.00 flat fee
Fencing, pool cages, and other structures permitted separately.	
Residential Pools (above-ground) not including electrical or plumbing (includes plan review)	\$100.00 flat fee
Fencing, pool cages, and other structures permitted separately. No permits are required if above ground pool is under 24" in height measured from the bottom of the pool. Above ground pools placed in-ground are considered in-ground pools. Separate building permits are required if wood deck is to be built around an above ground pool.	
Swimming pool, commercial, not including electrical, plumbing, and plans review	\$500.00
Spa/whirlpool, commercial, not including electrical, plumbing, and plans review	\$200.00
Spa/whirlpool, residential, not including electrical, plumbing, and plans review	\$50.00
Residential lawn sprinklers	\$40.00
Commercial lawn sprinklers	\$80.00
Residential dock, fixed or floating (not including electric, plumbing and any covered structures)	\$50.00
Commercial dock, fixed or floating (not including electric, plumbing and any covered structures)	\$150.00
Tie pilings, residential each piling	\$25.00 Tie pilings/dolphin pilings,
commercial, each piling	\$50.00
Residential boat lift or davits, not including electric	\$50.00
Commercial boat lift or davits, not including electric	\$100.00
Sewall, retaining walls, riprap privacy walls, per linear foot	\$0.65 p/ft or \$50.00 minimum

Temporary power poles

Included with the permit for all new electrical services, unless installed prior to issuance of a building permit. Each additional pole/temporary pole installed prior to issuance of building permit.

Residential	\$50.00
Commercial	\$100.00

Mobile/Manufactured Home, Park Model and Recreational Vehicle
All units covered by F.S. 320 and F.A.C. 15C-1 and 15C-2

1. Triplewide units	\$450.00
2. Doublewide units	\$400.00
3. Singlewide units/or non-HUD approved park models	\$350.00
4. For the installation of Recreational vehicles/or HUD approved park models	\$200.00

The above permit fees include electrical, plumbing, A/C unit, set-up, tie down, Certificate of Occupancy, pre-tie down, sewer/septic connection inspection, final inspection and notifying the power company.

The above does not include any administrative, surcharge fees or plans examining, concrete slabs with or without foundations, additions, such as carports, utility rooms, screen rooms, screen porches, Florida rooms, and the like. These items need to be permitted separately.

Construction Trailers **\$125.00**

Manufactured Buildings

All buildings covered by F.S. 553, also known as "DCA Approved Units" and also known as "Modular Units/Modular Homes"; can be manufactured in all shapes and sizes, for plumbing, gas and HVAC.

E. Annual Facility Permit (FBC 104.1.7) **\$2,500**

In lieu of an individual permit for each alteration to an existing electric, gas, mechanical, plumbing, or interior non-structural office system(s) the Building Official is authorized to issue an annual permit for group F occupancies to facilitate routine or emergency services, repairs, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations.

I. Penalties

Where work for which a permit is required is started or preceded prior to obtaining said permit, the fees herein specified shall be quadrupled, but the payment of such quadrupled fee shall not relieve any persons from fully complying with the requirements of this code and in the execution of the work nor from any penalties prescribed herein.

Re-Inspection

In the inspection of any building for which a permit has been issued, if it is determined that the work does not meet code, a re-inspection fee shall be charged. The fee for a re-inspection shall be \$50.00 for the first, \$75.00 for the second, \$100.00 for the third and \$200.00 for the fourth or subsequent.

Florida Statute 553.80 (2) - With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent re-inspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of

the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first re-inspection, whichever is greater, for each such subsequent re-inspection.

Failure to call for inspections	\$50.00
Stop Work Order Fee (to have stop work order lifted)	\$50.00

J. Administrative Fee

A \$4.00 administrative fee will be assessed to each permit issued.

K. Construction Industry Licensing Fees

Rates effective June 1, 2023	
Journeyman Application Fee	\$75.00
Journeyman Yearly License Fee	\$30.00
New Application Before the Board Fee	\$150.00 (non-refundable)
Reciprocity Application Fee	\$150.00
County License Fee	\$75.00 (1 year)
County License Fee	\$150.00 (2 years)
State Certified Contractors Application Fee	\$25.00 Adm Fee per year (limited 2 years)
Non-Structural Restricted Limited Specialty Application Fee	\$125.00
Non-Structural Restricted Limited Specialty Yearly Registration Fee	\$25.00
Fee for Letter of Reciprocity to Another County	\$15.00

PUBLIC NOTICE

OKEECHOBEE COUNTY, FLORIDA REQUEST FOR QUALIFICATIONS BUILDING DEPARTMENT SERVICES

Okeechobee County RFQ # 2019-10

Notice is hereby given that Okeechobee County, Florida, is inviting interested firms to submit qualifications documents to provide Building Department Services, including the intake and review of building permit applications, the issuance of building permits, plans review services, building inspection services, building official services and contractor licensing services. This agreement shall be for an initial term of three (3) years, with three successive one (1) year renewal options.

Qualifications documents to provide Building Department Services within the scope of this Request for Qualifications (RFQ) shall include a letter of transmittal, organizational profile and Firm's qualifications, resumes of individuals to perform the work, scope of services proposed, public entity crimes affidavit, and other pertinent data as outlined in the information regarding the Firm.

Interested firms shall submit three (3) bound copies, one (1) unbound original, and one (1) electronic copy (PDF/A) format in a sealed enclosure bearing the name and address of the responding firm and the words BUILDING DEPARTMENT SERVICES prior to 4:00 p.m. local time on Tuesday, July 9, 2019 at the Okeechobee County Historic Courthouse, County Administrator's Office, Room 123, 304 NW 2nd Street, Okeechobee, FL 34972. Submittals received after the time and date specified will not be considered. No pre-submittal meeting will be held.

Okeechobee County accepts no responsibility for any expense related to preparation or delivery of qualifications documents. Okeechobee County reserves the right to reject any and all submittals, to waive technical errors and informalities in any or all qualifications documents, to re-advertise for RFQs, and to accept the submittal or any portions thereof, which, in its sole judgment, best serves the public interest.

An RFQ document can be obtained from the County website at www.co.okeechobee.fl.us. Click on Bids and Proposals on the homepage.

Direct RFQ inquiries to William Royce, Community Development Director, at (863) 763-5548 or by email to planning@co.okeechobee.fl.us.

Okeechobee County is an Equal Employment Opportunity Employer.

Terry W. Burroughs, Chair
Board of County Commissioners
Okeechobee County, Florida

Sharon Robertson, Clerk and Comptroller
Board of County Commissioners
Okeechobee County, Florida

Publish June 7, 2019

**OKEECHOBEE COUNTY, FLORIDA
REQUEST FOR QUALIFICATIONS
BUILDING DEPARTMENT SERVICES**

Okeechobee County RFQ # 2019-10

SCOPE OF SERVICES

INTRODUCTION AND BACKGROUND

With this Request for Qualifications (RFQ), Okeechobee County is soliciting submittals from qualified firms to provide complete Building Department Services for unincorporated Okeechobee County, Florida. The successful firm will provide all professional and technical services for operating a building department, including intake and review of building permit applications, issuance of building permits, review of construction plans, performing building inspections, services pertaining to contractor licensing, and acting as County Building Official in accordance with Chapter 468.604, F.S. and functioning as the director of the Building Department.

The agreement for the provision of Building Department Services shall be for an initial term of three (3) years, with three successive one (1) year renewal options, subject to continuation of all terms and conditions, including pricing. There will be no guaranteed contract amount.

Okeechobee County, Florida, is a rural county in south-central Florida, on the north shore of Lake Okeechobee. The permanent population is around 41,000. Permitting activity has been fairly steady but with a noticeable increase following the 2017 storm season.

The table below shows the number of permit applications received, the number of building inspections performed, and total revenues from building permit, inspection and contractor licensing related activities for the last five full fiscal years, and the first six months of the current fiscal year.

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19 Oct. - Mar.
Applications	2,236	2,140	2,482	2,592	3,648	1,385
Inspections	4,005	4,253	5,303	5,519	7,777	3,810
Revenues	\$426,674	\$467,296	\$560,928	\$642,678	\$805,655	\$292,663

SCOPE OF SERVICES

The successful respondent will provide the full and complete services necessary to operate a County Building Department, such as:

1. Provide Building Official Services in accordance with Chapter 468.604, F.S.

2. Provide permit technicians or other staff for permit application intake, permit issuance, collection of fees, customer contacts and other related activities in operating the front office of a building department that operates weekdays, except holidays, from 8:00 a.m. to 5:00 p.m.
3. Review and process construction plans for issuance of building permits under the Florida Building Code (structural, electrical, mechanical, plumbing, floodplain management), including applications for all required certificates, licenses, and registrations.
4. Review plans for compliance with applicable county, state and federal codes and regulations and other building code requirements.
5. Perform all required building inspections associated with issued building permits in a timely manner, including inspections for compliance with county codes (structural, electrical, mechanical, plumbing, floodplain management, landscaping and zoning).
6. Perform other inspections as needed, including for existing buildings, business tax receipts, housing programs and the like.
7. Provide contractor licensing services including serving as staff to the local Construction Industry Licensing Board.
8. Maintain records of inspections and investigations.
9. Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing of building permits and elevation certificates.
10. Contact and meet with county officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns and attend county site plan technical review committee meetings.
11. Be available for emergency response when requested by the county during duty and after duty hours and during states of emergency.

The County will provide the office environment, including the permitting software, work spaces, desktop computers, local phone service, records retention, copiers, printers, and the like. The County will collect all fees. The County will provide access including remote access to the permitting software.

The successful respondent will provide consumable office products and materials and materials necessary for use by the Building Official, building inspectors and plans reviewers, including vehicles, ladders, cell phones and tablets. Cell phone numbers shall be provided to the County. Vehicles necessary to perform the services shall be maintained at the expense of the successful Firm.

Vehicles shall be kept clean, in good repair, free from leaking fluids, properly registered and insured, and shall bear the name of the company on each side of the vehicle.

While performing services outside of the office, all personnel shall wear a uniform shirt with the name or logo of the successful respondent identified on the shirt.

GENERAL RFQ PROVISIONS

Public Entity Crimes Affidavit: Respondents shall submit an executed Public Entity Crimes Affidavit with their qualifications documents (Exhibit 'A').

Addenda: Each respondent shall examine all documents associated with this RFQ and independently evaluate its provisions. Any inquiries concerning interpretation or clarification of information contained in the RFQ shall be directed to the Community Development Director by email to planning@co.okeechobee.fl.us.

Should substantive issues relating to this RFQ arise as a result of such inquiries received prior to 4:00 p.m. on June 18, 2019, a written addendum providing appropriate interpretation, clarification and/or additional information will be issued. On or prior to June 25, 2019, any addenda shall be posted on the County website and sent by email to any potential respondents that have requested such notification from the Community Development Department. However, it is the responsibility of all respondents to verify all addenda prior to submitting a response to the RFQ.

Legal Name: Submitted qualifications documents shall clearly indicate the legal name, address and telephone number of the firm, company, partnership and/or individual submitting the response. Submittals shall be signed in ink above the typed or printed name and title of the signatory who shall possess the authority to bind the respondent to the qualifications documents that are submitted. The submittal shall contain a statement that the respondent has received and fully understands the information contained in the RFQ and related documents.

Preparation Expenses: All expenses associated with the preparation and submission of qualifications documents in response to this RFQ shall be borne by the respondent.

Reservation of Rights: Okeechobee County hereby reserves the right to conduct such investigation(s) as it deems appropriate to determine the ability and capacity of any respondent to perform the work or provide the services required for this project.

Applicable Law: All laws and regulations of the federal, state and/or Okeechobee County governments shall apply to any contract for services which is let pursuant to this RFQ. The venue for any action arising out of such contract shall lie solely in the circuit court in and for Okeechobee County.

Insurance: The selected firm shall not commence work under any contract for services until valid proof of insurance is submitted as follows:

1. Professional Liability: \$1,000,000 (minimum) Combined Single Limits (CSL)
2. General Liability: Bodily injury and property damage \$500,000 (minimum) Combined Single Limits (CSL).
3. Automotive & Automotive Equipment: \$300,000 (minimum) Combined Single Limits (CSL) for bodily injury; to include hired and non-owned.
4. Worker's Compensation: As required by Chapter 440, Florida Statutes.
5. Okeechobee BOCC to be named as additional insured for general liability and automotive coverages.

Indemnification: Any contract negotiated with the selected firm shall contain a provision which indemnifies and holds harmless Okeechobee County, its officers and employees from and against all claims, suits, sanctions, damages or causes of actions resulting from any personal injury, loss of life or damage to property which results from the performance of services by said firm.

E-Verify: Any contract negotiated with the selected firm shall contain a provision to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the selected firm during the term of the contract.

Proprietary Information: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Qualifications and the responses are in public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosing, citing specifically the applicable exempting law.

All documents received from respondents in response to this Request for Qualifications will become the property of Okeechobee County and will not be returned to the respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County, unless otherwise specified in the Contract.

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 AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
OKEECHOBEE COUNTY
304 NW 2ND STREET
OKEECHOBEE, FLORIDA 32972
TELEPHONE: (863) 763-6441 Ext. 1
EMAIL: PUBLICRECORDS@CO.OKEECHOBEE.FL.US**

QUALIFICATIONS AND EXPERIENCE

Firms desirous of providing professional services to the County shall submit a summary of their qualifications to do so, including the following information:

Company Qualifications:

A brief but complete history of your company, including:

- Qualifications, experience and expertise of your company as a whole.
- Qualifications, experience and expertise of the individual employees who will provide the services to the county including general and specialty certifications.

Experience with other entities:

A list of similar services provided to municipalities and other governmental entities in Florida, including the following information:

- Name of the entity for which the work was performed.
- Brief description of the scope of the work.
- Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project (minimum of 3 references).

Other relevant information:

Provide any other information the firm feels is relevant to evaluating the firm's qualifications for the provision of these services to the county.

Supervision and Personnel:

Respondent must demonstrate how the operation will be supervised and what quality control policies will be in place for the service.

Records:

Respondent shall be required to maintain records in accordance with local, state, and federal public records retention requirements and shall be required to provide copies of public records upon request in accordance with local, state and federal law.

EVALUATION OF SUBMITTALS

Responses to provide the required professional services shall be evaluated in accordance with Okeechobee County policy governing acquisition of professional services.

A Professional Services Evaluation Committee (PSEC), appointed by the County Administrator, shall review all submittals. The PSEC shall evaluate statements of qualifications and experience and

shall conduct discussions with not less than three (3) firms regarding their qualifications, approach to the project, and ability to provide the required professional services. Evaluation shall include, but not be limited to:

1. Ability of professional personnel to perform the services;
2. Participation of certified minority business enterprise;
3. Past record with the Board and/or other government agencies with respect to quality and timeliness of services;
4. Willingness and ability to meet time and budget requirements;
5. Location;
6. Recent, current and projected workload of the firm:

The PSEC, following the evaluation procedure set forth herein, shall recommend in order of preference a listing of at least three (3) firms deemed most qualified to provide the required professional services together with a listing of all other certified firms responding to the public notice.

The public shall not be excluded from the proceedings under this section.

The PSEC shall forward its recommendation(s) to the County administrator for submission to the Board. The Board shall approve the PSEC recommendations(s) as submitted or may, following public presentations by not less than three (3) certified firms, approve in order of preference a modified listing of not less than three (3) firms deemed most qualified to provide the required services.

COMPETITIVE NEGOTIATION

Following Board approval, in order of preference, of at least three (3) firms deemed to be most highly qualified to provide the required professionals services, the County administrator shall initiate contract negotiations with the most highly qualified firm to establish terms of engagement and compensation which is determined to be fair, competitive, and reasonable. Such determination shall be based upon a detailed analysis of the professional services required in addition to consideration of the scope and complexity of the project.

In the event that negotiations with the most qualified firm are unsuccessful, the County Administrator shall formally terminate negotiations with that firm, subject to confirmation by the Board, and initiate negotiations with the second most qualified firm. In the event that negotiations with the second most qualified firm are unsuccessful, the County Administrator shall formally terminate negotiations with that firm, subject to confirmation by the Board, and initiate negotiations with the third most qualified firm.

In the event that negotiations with the third most qualified firm are unsuccessful, the County Administrator shall formally terminate negotiations with that firm, subject to confirmation by the Board, and request approval of additional firms, continuing negotiations in accordance with this procedure until agreement is reached.

PROHIBITION AGAINST CONTINGENT FEES

Each contract for professional services shall contain a prohibition against contingent fees as follows:

"The (professional services provider) warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the (professional services provider) to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the (professional services provider) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

EXHIBIT 'A'

**PUBLIC ENTITY CRIMES AFFIDAVIT
SECTION 287.133(3)(a) FLORIDA STATUTES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____.
2. This sworn statement is submitted by _____
(name of entity submitting sworn statement) whose business address is
_____ and (if applicable) its Federal
Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the entity
named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida
Statutes, means a violation of any state or federal law by a person with respect to and directly
related to the transaction of business with any public entity or with an agency or political
subdivision of any other state or with the United States, including, but not limited to, any bid
or contract for goods or services to be provided to any public entity or an agency or political
subdivision of any other state or the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),
Florida Statutes, means finding of guilt or a conviction of a public entity crime, with or
without an adjudication of guilt, in any federal or state trial court of recording relating to
charges brought by indictment or information after July 1, 1989, as a result of a jury verdict,
non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes,
means:
 1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters in to a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019,
by _____, who is personally known to me or who
has produced _____, as identification and who did (did not) take an oath.

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or Rank)

Schedule

Advertisement for RFQ 2019-10	June 7, 2019
Technical Questions/Inquiries Due to County	June 18, 2019 at 4:00 p.m.
Submit to planning@co.okeechobee.fl.us	
Responses due from County	June 25, 2019
Submittal Deadline for RFQ Qualifications Documents	July 9, 2019 at 4:00 p.m.
Professional Services Evaluation Committee Meeting	July 16, 2019*
Respondent Presentations to PSEC	July 24, 2019*
County Commission Consideration of Respondent Ranking	August 8, 2019

* Times to be determined for PSEC meetings



RFQ # 2019-10

Building Department Services

COPY

Okeechobee County, FL

July 9, 2019



Shellie Ransom-Jackson

Building Official
305.733.2752

sransom-jackson@cgasolutions.com

July 3, 2019

Firm Name:

SAFEbuilt Florida, LLC

Address:

1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

Phone:

954.921.7781

Okeechobee County Historic Courthouse
Attention: William Royce, Community Development Director
County Administrator's Office, Room 123
304 NW 2nd Street
Okeechobee, FL 34972

RE: Request for Qualifications—RFQ #2019-10—for Building
Department Services

Due: Tuesday, July 9, 2019 by 4:00 PM

Dear Mr. Royce,

SAFEbuilt Florida, LLC (SAFEbuilt) is pleased to submit our proposal in response to Okeechobee County's (hereinafter referred to as County) *Request for Qualifications* (RFQ) for Building Department Services. As the County's current provider, we are eager and prepared to continue providing superior service to your community.

Our proposal guarantees the County a solution that provides professional personnel with the familiarity needed to streamline your Building Department operations, the ability to meet time and budget requirements, and quality control processes to help enhance customer satisfaction. Maintaining a partnership with our team, we will deliver the following solutions:

Risk Mitigation:

- Ensured continuity of operations
- Process improvements aligned with County goals
- Tracking and reporting against our continuous improvement standards to ensure performance goals

Streamline Budgets

- Use of onsite and remote (paperless) plan review to increase turnaround times and forecast revenue streams
- Efficient resource management
- Evaluation of fees and methodology

Improved Service Levels

- Client-educated customer service approach to service delivery
- Use of online building department software to provide transparency of projects in review

Building Department Services is our passion, holding over 27 years of experience providing the requested services for similar counties throughout Florida and across the United States.

SAFEbuilt commits to providing all services outlined in this RFQ. We have received and fully understand the information contained in the RFQ and related documents, and I am authorized to bind SAFEbuilt in a contract with the County.

We are thrilled for the opportunity to continuing partnering with the County. If you have any questions about our proposal, please contact Shellie Ransom-Jackson, Building Official, at 305.733.2752, or via email at Sransom-jackson@cgsolutions.com.

Best Regards,



Matt Royce | Chief Operating Officer
SAFEbuilt

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Evaluation Criteria

Our team has thoroughly reviewed the *Request for Qualifications* and addressed each requirement, ensuring we are the most qualified to provide Building Department Services for Okeechobee County. **The following proposal addresses each of the below Evaluation Criteria.**

Table 1. Okeechobee County

1. Ability of professional personnel to perform the services
2. Participation of certified minority business enterprise
3. Past record with the Board and/or other government agencies with respect to quality and timeliness of services
4. Willingness and ability to meet time and budget requirements
5. Location
6. Recent, current and projected workload of the firm



Company Qualifications

Company Qualifications

QUALIFICATIONS, EXPERIENCE AND EXPERTISE OF COMPANY

Founded in 1992, SAFEbuilt has a proven track record of providing comprehensive Building Department Services for 27 years. While we started by simply providing construction inspection services in Colorado, we have since become a national leader in the industry—establishing municipal partnerships in 24 states. In addition to inspections, we now offer **full service and supplemental building department operations, code enforcement and arborist services**. Other services include:

- ➔ Residential, Commercial and Industrial Plan Review
- ➔ Building, Mechanical, Electrical, and Plumbing Inspection
- ➔ Fire Plan Review
- ➔ Fire Inspection
- ➔ Permit Technician
- ➔ Certified Building Official
- ➔ Community Development Automation Software
- ➔ Expedited Plan Review, Inspections, and Engineering for Special Projects
- ➔ Housing Authority Inspections
- ➔ Planning and Zoning
- ➔ Disaster Recovery
- ➔ Landscape Design and Arborist Services



As a statewide and national Building Department Services provider, we deliver outstanding solutions to Florida Building Departments. We ensure the highest levels of service, professionalism and responsiveness in the industry. Our team supports and enhances your services with proven best practices, qualified personnel, innovative technology and well-established quality control practices.

During our time in business, we have built and maintained a solid and reliable reputation throughout the Building and Safety community, giving our partners—like the County—confidence in our ability to successfully deliver services. Many of our customers are very long-term clients, demonstrating both longevity in the industry and conviction that SAFEbuilt is an experienced and valued partner.

QUALIFICATIONS, EXPERIENCE AND EXPERTISE OF EMPLOYEES

Our team consists of skilled industry professionals who provide communities with consistent and responsive service every day. With our exceptional reputation and professional staff, our team is ideally suited to meet the County's service goals and objectives. All are highly skilled and adept in their chosen disciplines. Through our work

with other municipal clients, our staff has knowledge of all required codes and regulations, permit application processes, as well as operational, management and staffing models.

Our staff, currently serving your County, are International Code Council (ICC) certified in their respective disciplines and include Building Official, Plans Examiners, various trade Inspectors, as well as qualified and experienced Permit Technicians. We ensure to continue delivering this team with the right combination of expertise and customer services, guaranteeing your citizens receive the best levels of service. Our proposed staff resumes can be found under the **Supervision and Personnel** section, starting on page 10.

We use best practices to meet each service requirement, managing projects effectively and efficiently. Our plans examiners and inspectors perform work for all disciplines including, but not limited to electrical, plumbing, mechanical and fire.

Example structures and projects are listed below:

- | | |
|-------------------------------------|-----------------------------|
| → Hospitals | → Industrial |
| → Universities and Schools | → Fire Stations |
| → Single and Multi-family Dwellings | → Police Stations |
| → Hotels and Resorts | → Regional Shopping Centers |
| → Historic Buildings | → High-Rise Buildings |
| → Libraries | → Tenant Improvements |

In addition to our experience, we pride ourselves on the exceptional service we deliver. Through our familiarity with the County, we understand the high level of service your residents expect. Our work with your community affords us the ability to continue delivering the same outstanding service to your citizens. Our goal is to approach each day and every relationship through embodying our core values, as shown below.





Experience with Other Entities

Experience with Other Entities

The County needs a provider with relevant project experience with contracts of similar size, scope and complexity. As described in this proposal, we currently deliver industry-leading tools and techniques to meet the County's requirements. Our proven approaches increase productivity through established work management, scheduling and technical expertise. Further, we leverage a continuous process improvement philosophy to enhance service delivery throughout contract performance.

Below are three relevant projects, demonstrating our experience, including completion of services on-time and within budget.

City of Eustis, Florida

Services Provided:

Dedicated Building Official responsible for reviewing plans for compliance with all codes and ordinances; residential and commercial inspections to ensure construction complies with the approved specifications and plans; currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, plan review and inspection services.



Reference:

Lori Barnes, AICP, CPM
Development Services Director
4 North Grove Street, P.O. Drawer 68
Eustis, FL 32727
Phone: (352) 483-5460
barnesl@ci.eustis.fl.us

City of Dunnellon, Florida

Services Provided:

Assisting City since 2004 with a Building Official responsible for performing plan review and inspections. We have become familiar with the City's processes and procedures, as well as City staff, residents and contractors. Over the years, our staff has reviewed construction drawings and inspected the new and existing construction of thousands of commercial buildings and single-family homes. Additionally, our Building Official assists with flood plain management and ISO services.



Reference:

Lonnie smith
Community Development
20750 River Drive
Dunnellon, FL 34431
Phone: (352) 465-8500 ext. 1011
lsmith@dunnellon.org

City of Treasure Island, Florida

Services Provided:

The City contacted us for assistance due to one of their inspectors being injured. After meeting with our team and being impressed with the caliber of our staff, the City was confident we could assist them with equally qualified individuals on a full-time basis. We are currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, plan review and inspection services.



Reference:

Paula Cohen
Community Improvement Director
City of Treasure Island
120 – 108TH Avenue
Treasure Island, FL 33706
(727) 547-4575 ext. 239
pcohen@mytreasureisland.org

In addition, please see below for full service turn-key project examples.

Village of Estero

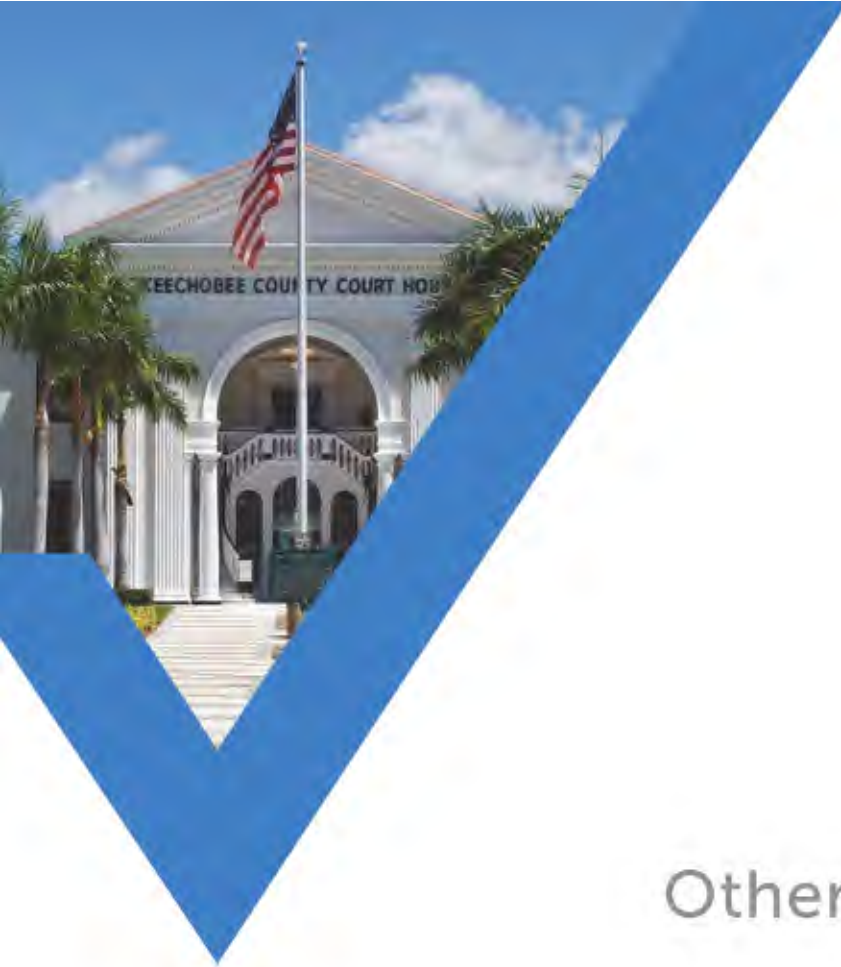
09/2015 – Ongoing
Complete community development services.
9401 Corkscrew Palms Circle
Estero, FL 33927
Steve Sakozy, Village Manager
239.221.5035

City of Deerfield Beach

03/2014 – Ongoing
Complete building code services
150 NE 2nd Avenue
Deerfield Beach, FL 33441
David Santucci, Assistant City Manager
954.480.4263

City of Pembroke Pines

2009 – Ongoing
10100 Pines Boulevard
Pembroke Pines, FL 33026
Charles Dodge, City Manager
954.435.6500



Other Relevant Information

Other Relevant Information

UNDERSTANDING OF THE COUNTY

As a community known for its 'old values and new visions,'—cultural enthusiasts and outdoor activities—we understand the importance of having a partner that equally values your community and its citizens. We have extensive experience working with communities of similar size, with similar needs. Communities that are largely built-out require a different approach to effectively manage the quality and speed of building projects.

Programs like same-day review for simple building permits, two-hour windows for inspection appointments, homeowner workshops and concurrent review increase building department efficiency and decrease response time. We bring these innovations, as well as continuous improvement to the County to not only demonstrate accountability but also to extend your positive image with residents and business.

In addition to the importance of understanding how to maintain and develop within a rural community, we are also aware of other key areas of focus important to community development. Please see figure to the right.

CUSTOMER SERVICE PHILOSOPHY

Customer service is our top priority—we take the right steps to assure your community is always satisfied with our performance. We treat all of our internal and external clients with the same level of respect, creating and maintaining impartiality and mutually beneficial relations among departments, stakeholders, and citizens alike. We send out periodic customer satisfaction surveys to receive feedback on our work performance and services provided.

These surveys allow us to gauge the satisfaction with our clients using a Net Promoter Score (NPS) metric. NPS measures the willingness of customers/clients to recommend a company to others. It is proven as one of the best tools for predicting long-term customer satisfaction. NPS ranges from -100 to +100. A positive score or NPS above 0 is considered "good" while +50 is considered "excellent"—our current overall NPS score is 57.

1 Fiscal Accountability

SAFEbuilt gives careful consideration to our processes, ensuring we continually improve fiscal outcomes, disciplines, transparency and accountability. We monitor our policy objectives and strategies annually.

2 Economic Development

Protecting and improving the financial, political and social well-being of communities is important not only to your community leaders, but also to our team as well. Acting as a seamless extension of your building department, we align our strategic efforts to those that are important to you.

3 Infrastructure

The physical and organizational structures and facilities of a community are our sweet spot. It's our specialty, and we are committed to supporting your team in assuring quality infrastructures to keep your residents safe through a thorough understanding and practice of all local, state and federal codes, regulations and standards.

4 Land Resource Management

Land being over-used or misused can degrade and reduce productivity and disrupt natural equilibriums. It is an important issue, and our team is dedicated to maintaining optimal land use management.

5 Safety and Community Services

Safety and Community Services are our top priority. It is our goal to not only reduce and prevent injury and crime, but also to build strong, cohesive, vibrant and participatory communities. If necessary, SAFEbuilt initiates interventions to reduce the factors which cause injuries, in order to develop and sustain injury-free environments.



Supervision and Personnel

Supervision and Personnel

PROJECT MANAGEMENT

Close coordination and frequent communication are critical to successfully managing fluctuating workloads. Our long-standing practice of partnering with County staff to handle day-to-day issues is a priority for our team. Through consistent efforts, we can safeguard against miscommunications and minor mishaps. The following is a summary of our project management plan.

Project Management plan

Our Contract Management Plan begins with the application of our philosophy of Plan, Execute, Control, Optimize (PECO). The PECO framework, illustrated below, is based on our team's experience, as well as industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, our team delivers a contract management approach that combines the right people, processes and tools to perform the *Scope of Services* requirements. Our methodology is structured to streamline our resources used and provide responsive services.

Our team works on multiple tasks at the same time, and our organizational structure supports the staff to effectively oversee this process. Our Building Official will manage the day-to-day business of providing excellent services to complete work on time and within budget.



Monthly Contract Status Reports

If needed, we produce a schedule and budget, then generate a report measuring our progress against that schedule. Further, we provide information that measures percent of budget that has been expended, as well as where the budget is being spent. These reports are supplied monthly. Comparing the work accomplished with scheduled activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

All Contract-Related Correspondence

We agree to participate in all required coordination meetings. Our team works to coordinate meetings, when requested by the County, if your staff feel it will result in better communication and streamlined workflow. This may include all stakeholders involved in projects to discuss and develop plans.

SCOPE OF SERVICES

We will continue delivering our customized approach to meet or exceed all of the requirements identified in the *Scope of Services*. By applying best practices to each functional area of the scope, we create operational efficiencies for you—**decreased cost, reduced turnaround and response times and increased customer satisfaction.**

Table 2. Scope of Services

Responsibility	SAFEbuilt will meet all Compliance Requirements
Provide Building Official Services in accordance with Chapter 468.604, F.S.	✓
Provide permit technicians or other staff for permit application intake, permit issuance, collection of fees, customer contacts and other related activities in operating the front office of a building department that operates weekdays, except holidays, from 8:00 a.m. to 5:00 p.m.	✓
Review and process construction plans for issuance of building permits under the Florida Building Code (structural, electrical, mechanical, plumbing, flood plain management), including applications for all required certificates, licenses, and registrations.	✓
Review plans for compliance with applicable county, state and federal codes and regulations and other building code requirements	✓
Perform all required building inspections associated with issued building permits in a timely manner, including inspections for compliance with county codes (structural, electrical, mechanical, plumbing, floodplain management, landscaping and zoning).	✓
Perform other inspections as needed, including or existing buildings, business tax receipts, housing programs and the like.	✓
Provide contractor licensing services including serving as staff to the local Construction Industry Licensing Board.	✓
Maintain records of inspections and investigations.	✓
Review and maintain all records required by the Federal Emergency Management Agency(FEMA) in association with processing of building permits and elevation certificates.	✓
Contact and meet with county officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns and attend county site plan technical review committee meetings.	✓
Be available for emergency response when requested by the county during duty and after duty hours and during states of emergency	✓

QUALITY CONTROL

Our team prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk.

To ensure quality, we have implemented a Quality Control (QC) program where our Building Official performs random quality evaluations of our staff throughout the year. Our QC activities include:

- ➔ Standardized processes for intake, completion of returned work, email correspondence, review comment letters and other items to ensure consistency and client satisfaction (i.e., logging review data into each municipality's system).
- ➔ Our Building Official conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- ➔ Periodic peer review of others' plan reviews.

- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training, to grow professionally and improve skill sets.
- Building Official conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided.

Send periodic customer satisfaction surveys for feedback on work performed and services provided.

- SAFEbuilt uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.

Given SAFEbuilt's comprehensive approach to management and plan review, the probability of risk is low. As part of our QC&A process, we ensure our standards are met. We involve the County in the entire process to maintain transparency.

In addition to the routing and tracking systems used for plan review, staff receive training on a regular basis to stay up-to-date on current codes, ordinances, amendments and regulations. We also mitigate risk through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs. Further, we follow an iterative process comprised of planning implementation and progress monitoring.

Our plan for program success is to eliminate or reduce the risks identified by the process described above. This may be achieved by adjustments in technical steps and schedule. If necessary, the next step is minimizing the likelihood and impact of risk. It is unlikely for risk to reach this level, yet we are prepared to implement additional mitigation strategies, such as switching out staff, reviewing best practices, adjusting schedules, and increasing the frequency of peer review.

PERSONNEL

We have a large reach in qualified staff, being a nationwide firm with extensive support resources. Should a need arise for more staff utilization during increased workloads or seasonal fluctuations, we can provide resources as needed.

Staff resumes immediately follow this section.

EDDIE MOORE

Building Official

EDUCATION

Tri-County Technical College
Pendleton, SC
Industrial and residential
electricity courses

CERTIFICATIONS AND LICENSING

DBPR Standard Building Code Administrator #BU1857
DBPR Standard Inspector #BN6627 Building Inspector, 1 & 2 Family
Dwelling Inspector, Plumbing Inspector
FEMA Certified ICS 100,200,300,700
ICC Certified Building Official
ICC Certified Building Inspector
ICC Certified Residential Combination Inspector
ICC Certified Plumbing Inspector
SC Certified Building Official #1217
SC Licensed General Contractor #G 101266
SC Licensed Residential Home Builder #018330
SC Certified Master Electrician #113353 EL2
SC Certified Master Plumber #113353 PL2
SC Certified HVAC Contractor #113353 AC2
SC DHEC Certified Asbestos Consultant/Inspector
SC Class A CDL Driver/Tanker endorsement
SC Notary Public
SC Concealed Weapon Permit

WORK EXPERIENCE

- **Certified Building Official/Standard Inspector**, SAFEbuilt Florida, LLC | 1/2018 to Present
 - Current Building Official for Okeechobee County, FL
 - Code Enforcement and/or Quality Control Inspections
 - Prepare written and electronic reports and issue notices of correction
 - Explain and interpret building code and/or quality control regulations or requirements
 - Recognize, evaluate and properly resolve unique problems or situations
 - Maintain effective customer service relationship with clients and the public
 - Assist the Director with building code and business development
 - Perform other related duties as assigned by the Director
 - Conduct contractor licensing board meetings and hearings.
 - Conduct field inspections as needed
- **Certified Building Official**, Universal Engineering - Tampa, FL | 2016 to 2018
- **Certified Building Official**, City of Seneca, SC | 1998 to 2015
- **Owner/Operator**, Contracting Company - Seneca, SC | 2001 to Present
- **Heavy Equipment Operator/Craftsman**, City of Seneca, SC - Power and Water Division | 1995 to 1998
- **Construction Craftsman**, Duke Energy - Seneca, SC | 1986 to 1995

RAYMOND GUETTLER

Building Inspector

EDUCATION

University of Florida

Bachelor of Building Construction
Gainesville, FL

TRAINING

Commercial Structural Building Inspector License
Principle and Practices of Construction State of Florida
One and Two Family Dwelling Inspector License

WORK EXPERIENCE

- **Building Inspector**, SAFEbuilt Florida, LLC | 1/2019 to Present
- **Building Inspector**, Martin County, FL | 4/2016 to 1/2019
- **Owner/President**, Guettler Interiors, LLC - Stuart, FL | 1/2005 to 4/2016
- **Manager/Project Manager/Owner (Interior Division)/Project Manager/Superintendent General Construction Division**, G&E Enterprises - Deerfield Beach, FL | 1/1997 to 12/2004
- **Manager/Project Manager/Partner**, Pro Interiors - Miami, FL | 1/1992 to 12/1996
- **Project Manager/Branch Manager**, Acousti Engineering of FLA, Miami, FL | 8/1981 to 1/1992

ANTHONY GIARDINO

Building Inspector

EDUCATION

New England Institute of
Technology

Associate, Refrigeration, 1986

LICENSES

Standard Building Inspector #BN4125

Standard Plans Examiner #PX2016

Certified Building Contractor #CBC057547

WORK EXPERIENCE

- **Building Inspector**, SAFEbuilt Florida, LLC | 2018 to Present
 - Inspects residential structures for plumbing, electric, mechanical and structural. Inspects mobile homes and manufactured homes. Plans Examiner for all phases of residential construction and structural commercial. Performs commercial structural inspections. Works with contractors, engineers and homeowners to ensure that there is a clear understanding of code requirements.
- **Building Inspector**, Martin County - Stuart, FL | 2014 to 2018
 - Inspect residential structures for plumbing, electric, mechanical and structural. Also perform commercial structural inspections. Work with contractors and homeowners to ensure that there is a clear understanding of code requirements.
- **Contractor**, Anthony Giardino Construction - Port St. Lucie, FL | 2007 to 2014
- **Building Inspector**, The Weintraub Organization - Centennial, CO | 2006 to 2007
- **Building Inspector**, City of Port St. Lucie, FL | 2004 to 2006
- **Building Inspector**, St. Lucie County, FL - 2001 to 2004

TAMMY PARKER

Permit Technician

WORK EXPERIENCE

- **Permit & Licensing Board Coordinator**, SAFEbuilt Florida, LLC | 4/2017 to Present
- **Legal Assistant**, Hammack, Barry, Thaggard & May, LLP | 6/2010 to 1/2013
- **Loan Secretary**, The Citizens Bank of Philadelphia | 1/2008 to 6/2010
- **Legal Assistant and Personal Assistant**, Mars, Mars and Chalmers Law Firm | 2001 to 12/2007

JAMIE WERK

Permit Technician

EDUCATION

ICC Permit Technician Class

April 2019

Currently studying to take State
of Florida ICC Permit Technician

@jam

WORK EXPERIENCE

- **Permit Technician**, SAFEbuilt Florida, LLC | 12/2018 to Present
- **Permit Technician**, Mims Veterinary Hospital - Okeechobee, FL | 2/2016 to 12/2018
- **Insurance Sales Agent**, East Okeechobee, FL | 10/2010 to 2/2012
- **Veterinarian Technician**, Florida Veterinarian League - Vero Beach, FL | 8/2007 to 10/2010

CINDY BOWMAN

Permit Technician

EDUCATION

Okeechobee Health Care Facility
Licensed Certified Nursing
Assistant - 2008

ITT Peterson's School
of Business
Business/Secretarial
Seattle, WA

WORK EXPERIENCE

- **Permit Technician**, SAFEbuilt Florida, LLC | 1/2019 to Present
- **Office Assistant**, Big Lake Roofing & Repairs, LLC - Okeechobee, FL | 1/2018 to 12/2018
- **Office Administrator/Safety Coordinator/Human Resources**, Charles Composites, LLC - Okeechobee, FL | 11/2015 to 1/2018
- **Clerical/Pre-Op/Post-Op Calls**, Resolute Pains Solutions - Port St. Lucie, FL | 4/2014 to 10/2014
- **Certified Nursing Assistant**, Okeechobee Health Care Facility - Okeechobee, FL | 3/2008 to 4/2014
- **Owner/Operator**, CJ's Cleaning Service, LLC - Okeechobee, FL | 1/1992 to Present
- **Personal Secretary/Computer Operator**, Gilroy Engery Co. - Gilroy, CA | 5/1988 to 1/1992
- **Secretary/Receptionist**, Sugimura & Associates Architects - San Jose, CA | 3/1988 to 5/1988
- **Typist/Word Processor**, M. Rosenblatt & Son, Inc. - Bremerton, WA | 8/1987 to 12/1987
- **Senior Service Representative**, Physicians Eye Clinic and Surgery Center - Everett, WA | 12/1986 to 3/1987
- **Level B Pharmacy Technician**, The Medicine Man Pharmacy - Seattle, WA | 11/1981 to 11/1984

VIRGINIA DERRY

Permit Technician

EDUCATION

Code Certification Course
International Code Council
Orlando, FL - June 2005

Clerk Typist Certification
CETA, Fort Lauderdale, FL
August 1978

WORK EXPERIENCE

- **Permit Technician**, SAFEbuilt Florida, LLC | 2/2013 to Present
 - Advised contractors and homeowners of permitting requirements
 - Prepared and validated property permits
 - Implemented problem solving strategies to assist in overcoming permitting obstacles
- **Permit Technician**, Okeechobee Planning and Development - Okeechobee, FL | 8/2002 to 2/2013
 - Registered contractor licenses
 - Scheduled permitting inspections
 - Trained incoming permit technicians
- **Bank Teller**, Big Lake Bank - Okeechobee, FL | 2/2000 to 6/2002
- **Office Manager**, Derry Concrete - Okeechobee, FL | 3/1983 to 1/2000



Records

Records

We agree to maintain records in accordance with local, state and federal public records retention requirements. In addition, we agree to provide copies of public records upon request in accordance with local, state and federal law.

EXHIBIT 'A'

**PUBLIC ENTITY CRIMES AFFIDAVIT
SECTION 287.133(3)(a) FLORIDA STATUTES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFQ #2019-10
for Building Department Services.
2. This sworn statement is submitted by SAFEbuilt Florida, LLC
(name of entity submitting sworn statement) whose business address is
3755 Precision Dr., Ste. 140, Loveland, CO 80538 and (if applicable) its Federal
Identification Number (FEIN) is 80-0154691.
3. My name is Matt Royer and my relationship to the entity
named above is Chief Operating Officer.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida
Statutes, means a violation of any state or federal law by a person with respect to and directly
related to the transaction of business with any public entity or with an agency or political
subdivision of any other state or with the United States, including, but not limited to, any bid
or contract for goods or services to be provided to any public entity or an agency or political
subdivision of any other state or the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),
Florida Statutes, means finding of guilt or a conviction of a public entity crime, with or
without an adjudication of guilt, in any federal or state trial court of recording relating to
charges brought by indictment or information after July 1, 1989, as a result of a jury verdict,
non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes,
means:
 1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters in to a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


(Signature)

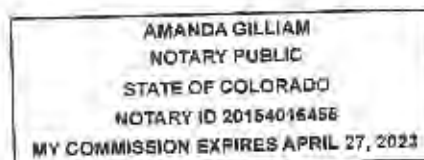
DATE: 7/2/2019

STATE OF Colorado

COUNTY OF Larimer

The foregoing instrument was acknowledged before me on this 2 day of July, 2019,
by Matt Reyer, who is personally known to me or who
has produced _____, as identification and who did (did not) take an oath.


(Signature of person taking acknowledgment)



Amanda Gilliam
(Name of officer taking acknowledgment)

Notary Public
(Title or Rank)

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council

FROM: James Titcomb, Town Manager

DATE: April 5, 2022

SUBJECT: Presentation by Treasure Coast Regional Planning Council

Kim Delaney, Director of Strategic Development and Policy, Treasure Coast Regional Planning Council (TCRPC) will present and discuss proposed scope of services and interlocal agreement for the Town.

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF LOXAHATCHEE GROVES
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR A TOWN VISION AND MOBILITY PLAN**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2022 by and between the Town of Loxahatchee Groves (herein referred to as “the Town”) and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The Town and TCRPC may sometimes be referred to herein as “Party” or collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the TCRPC is permitted to provide services to the Town as the TCRPC is established by the State of Florida and considered a public agency in accordance with state law; and

WHEREAS, the Town Council for the Town of Loxahatchee, Florida, has determined that soliciting public input; analyzing existing land uses and transportation; and providing recommendations for enhancing the safety, variety, efficiency, and effectiveness of mobility

options for the Town, all through a Vision and Mobility Plan, to be in the best interests of the residents and businesses of the Town of Loxahatchee Groves; and

WHEREAS, the Town Council for the Town of Loxahatchee Groves and the TCRPC desire to enter into this Agreement to accomplish these activities.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the TCRPC will assist the Town with a community vision and an analysis of mobility strategies, including public outreach and fiscal analysis, within the Town.
- B. The Town and the TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Loxahatchee Groves Town Council and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Town and the Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

SECTION 3. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both Parties and shall end when the deliverables are complete as identified in the Anticipated Project Schedule contained in Attachment “C” unless terminated earlier in accordance with Section 5.
- B. The TCRPC shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the Town.
- C. The Town and the TCRPC agree to be governed by applicable State and Federal laws, rules, and regulations.

- D. Modifications of this Agreement may be requested by either Party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each Party, and attached to the original Agreement.
- E. The Town agrees to:
 - 1. Assist in the development of documents necessary to conduct the analysis;
 - 2. Provide use of the Town's consulting engineer to provide the items listed in Attachment "B";
 - 3. Provide all necessary public notice as required by Florida Statutes;
 - 4. Provide venues for all public workshops and meetings; and
 - 5. Process all requests for reimbursement in a timely manner.

SECTION 4. RECORD KEEPING

- A. Each Party shall retain its own records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. Each Party shall allow access to its records during normal business hours and upon reasonable advance requests of the other party, its employees and agents, or the public.

SECTION 5. TERMINATION

This Agreement may be terminated for convenience by either Party on thirty (30) days written notice, or for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The Town shall be obligated to pay the TCRPC for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 6. REMEDIES

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 7. INDEMNIFICATION

Subject to the limitations of Section 768.28, Florida Statutes, each Party to this Agreement agrees to be solely responsible for its own negligence or willful misconduct and any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly therefrom or in connection with or incidental to its performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued by third parties, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

SECTION 8. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 9. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by the Parties hereto in accordance with Section 3.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Town:

James S. Titcomb, Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

For the TCRPC:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 11. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the Town agrees to pay the TCRPC a fixed fee of One Hundred Fourteen Thousand Dollars and Zero Cents (\$114,000.00); including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the services provided; and excluding advertising, promotional, and meeting venue expenses. The amount to be paid by the Town may be reduced by funding provided by other agencies; however, no such reduction is assured.
- B. The satisfactory completion of deliverables by the TCRPC, in accordance with general industry standards and best practices and submission of an invoice to the Town, shall be considered the TCRPC’s request for payment according to the project milestones schedule contained in Attachment “A”. The Town shall pay the TCRPC within thirty (30) days of receipt of an invoice.

SECTION 12. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

SECTION 13. ATTORNEY’S FEES

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties, however, this clause pertains only to the Parties to this Agreement.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the Town or the TCRPC.

SECTION 15. FILING

This Agreement and any subsequent amendments thereto shall be filed by the TCRPC with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 16. EQUAL OPPORTUNITY PROVISION

The Town and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination, under any activity carried out in the performance of the Agreement.

SECTION 17. PUBLIC RECORDS

In performing services pursuant to this Agreement, the TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the TCRPC shall:

- A. Keep and maintain public records required by the Town to perform this service.
- B. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the TCRPC does not transfer the records to the Town.
- D. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the TCRPC or keep and maintain public records required by the Town to perform the services. If the TCRPC transfers all public records to the Town upon completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK LAKISHA Q. BURCH, RECORDS CUSTODIAN FOR THE TOWN, AT: (561)793-2418; LBURCH@LOXAHATCHEEGOVESFL.GOV; 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 18. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County Code Sections 2-421-2-440, as may be amended, the TCRPC acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The TCRPC has reviewed Palm Beach County Code Sections 2-421-2-440 and is aware of its rights and/or obligations under such Code Sections.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Town of Loxahatchee Groves

ATTEST:

By: _____
Lakisha Burch, Town Clerk

By: _____
Honorable Robert Shorr
Mayor, Town of Loxahatchee Groves

Approved as to form:

By: _____
Elizabeth Lenihan
Town Attorney

Treasure Coast Regional Planning Council

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel

ATTACHMENT A

SCOPE OF SERVICES

TOWN VISION AND MOBILITY PLAN LOXAHATCHEE GROVES, FLORIDA

MARCH 21, 2022

PROJECT DESCRIPTION:

The Town of Loxahatchee Groves (Town) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to solicit public input; analyze existing land use and transportation patterns; analyze the fiscal implications of land uses; and develop a vision and mobility plan including recommendations for enhancing the safety, variety, efficiency, and effectiveness of mobility options for the Town with a recommended schedule and general cost estimates. The geographic study area for the project is the municipal limits of the Town, roughly bounded by the City of Westlake and North Road to the north, 162nd Drive North to the west, Southern Boulevard to the south, and E Road and Folsom Road to the east. The Scope of Services will include the following:

- Data collection and analysis related to existing, planned, and anticipated transportation improvements within and around the Town;
- Coordination with the Palm Beach Transportation Planning Agency (TPA) for funding assistance and production of a Complete Streets Mobility Plan consistent with TPA plans and policies;
- Coordination with adjacent local governments and special districts, including Palm Beach County, Royal Palm Beach, Wellington, Westlake, and the Indian Trail Improvement District as well as the Florida Department of Transportation;
- Assistance with GIS mapping of transportation network layers, including roadway, public transit, school bus circulation, freight/truck routes, bicycle, pedestrian, and equestrian;
- Stakeholder meetings and public workshops to gather public input and present general findings and recommendations;
- Recommended improvements, with general cost estimates, for the near-term, mid-term, and long-term planning horizon (generally arranged for five, ten, and twenty-year timeframes) and evaluation of various implementation approaches;

- A Town Vision and Mobility Plan that documents the process, public input, networks, recommended improvements and schedule, and cost estimates; and
- Presentations to the Town Council to gain input and direction regarding the proposed Town Vision and Mobility Plan.

SCOPE OF SERVICES

Task 1: Due Diligence and Background Assessment

Staff Work Session #1

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data; review general market, infrastructure, and development activity; identify stakeholders for interviews; and refine the project schedule as needed. The Town will provide all Town regulatory documents, project development history and activity, and other relevant data. GIS base map data as needed for the project will be provided by the Town's consulting engineer. Additional staff work sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members of the project mission and goals. Staff Work Session #1 will be scheduled with Town staff and the Town's consulting engineer in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

Due Diligence Overview

Town, County, and other relevant Plans and Regulations

Relevant Town plans and regulations as well as relevant County documents and those of other agencies such as the Florida Department of Transportation and Palm Beach Transportation Planning Agency will be gathered by the TCRPC team for review and analysis.

Base Documentation

The TCRPC team will develop, with assistance from Town staff and the Town's consulting engineer, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, permits, utilities, financial and infrastructure documents, and other data as appropriate.

Site Reconnaissance

The TCRPC team will conduct field work and site reconnaissance to develop a photo database and review on-site conditions. During field visits, TCRPC team members may

schedule to meet with Town staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

Community Host Committee

TCRPC will, with the assistance of the Town staff and elected officials, assemble a Community Host Committee, which is essential for a successful community workshop and pre-workshop planning logistics (e.g., meeting venue, notification, public outreach). The committee will be comprised of up to ten residents, business and property owners, community leaders, and similar local representatives. Host Committee members will also be encouraged to participate in the community workshop activities. TCRPC will schedule Host Committee meetings as needed prior to the community workshop.

Existing and Proposed Code Analysis

The TCRPC team will obtain from the Town the current and proposed land use and zoning regulations for properties along Okeechobee Boulevard. An analysis of development potential using the existing and proposed regulations will be conducted, including creation of comparative site layouts for select locations along the Boulevard.

Staff Work Session #2 and Project Memorandum #1

Meeting together, the TCRPC team and Town staff will review the due diligence materials, site reconnaissance, and Code Analysis to confirm all relevant materials and conditions have been identified and to share initial findings. Project Memorandum #1 will be prepared after the work session, which will include a summary of base data, Code Analysis, and initial GIS network maps.

Task 1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Sessions #1 and #2 and Documentation (Agenda, List of Attendees, and Meeting Notes)
2. Project Memorandum #1 including:
 - a. Updated Project Schedule
 - b. Due Diligence Components
 - c. Summary of Site Reconnaissance
 - d. Base Data for Complete Streets Mobility Plan
 - e. Initial GIS Network Maps
 - f. Code Analysis

Task 2: Land Use / Fiscal Analysis

In order to gain an understanding of the fiscal implications to the Town of the current agricultural residential zoning in place for most properties in the Town compared to the actual uses of the

properties, the TCRPC will conduct a fiscal analysis of comparative property assessment. The TCRPC team, with the assistance of the Town, will gather taxable valuations and data regarding approved and apparent uses; meet with the Palm Beach County Property Appraiser regarding the relationships between and among zoning, approved use, actual use, and appraised and taxable values; and analyze potential impacts to Town property tax revenues if zoning changes were implemented that led to re-appraisal of parcels based more closely on actual use and impact on Town infrastructure such as roadways. The results of this analysis, including data, methodology, findings, and implications, will be provided in Project Memorandum #2, which will be reviewed with Town staff in Staff Work Session #3.

Task 2 Deliverables

Specific deliverables will include:

1. Collection of Base Data
2. Facilitation of Meeting with Property Appraiser
3. Project Memorandum #2 including:
 - a. Listing of Taxable Valuations
 - b. Listing of Apparent Uses
 - c. Summary of Property Appraiser Methodology
 - d. Comparative Analysis of Taxable versus Apparent Use
 - e. Findings and Recommendations

Task 3: Public Outreach (Phase 1)

There will be coordinated public outreach efforts prior to the workshop to engender public interest and a sense of ownership in the process. The public outreach efforts will continue as needed throughout the development of project concepts.

Stakeholder Interviews

To further inform the analysis, the TCRPC team will conduct individual stakeholder interviews with Town Council members, Town staff, and staff representatives of the Palm Beach Transportation Planning Agency, Florida Department of Transportation, Palm Beach County, and adjacent local governments (e.g., Indian Trail Improvement District, City of Westlake, Village of Wellington, Village of Royal Palm Beach). The interviews will be designed to further inform the TCRPC team as to the mobility opportunities, challenges, and desired vision for the Town. TCRPC will be responsible for interview logistics, scheduling, and facilitation.

Community Workshop

In order to address the unique characteristics of the Town and provide adequate public involvement and engagement, TCRPC will conduct a facilitated public workshop. The workshop will be open to all who are interested, and attendance will not be restricted to one segment of the community or another. The workshop will include an opening presentation summarizing the due

diligence findings, traffic data, opportunities and challenges, and measures to enable workshop participants to work with TCRPC facilitators to generate ideas and record them for consideration as part of the project. The Town will provide the workshop venue, public notice as required by Town regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Staff Work Session#3 and Project Memorandum #3

Meeting together, the TCRPC team and Town staff will review public input derived from the stakeholder interviews and public workshop and key findings. Project Memorandum #3 will be prepared after the work session, summarizing public input and key findings.

Task 3 Deliverables

Specific deliverables will include:

1. Completion of Community Workshop
2. Facilitation of Staff Work Session #3 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
3. Project Memorandum #3 including:
 - a. Listing of Stakeholder Interviewees
 - b. General Summary of Interview Findings
 - c. Workshop Presentation and Documentation
 - d. Summary of Public Input
 - e. Key Findings

Task 4: Town Vision and Mobility Plan (Draft)

TCRPC will consider traffic data, field assessments, public input, and analysis and develop a draft Town Vision and Mobility Plan, including identification of facilities and recommended improvements for roadways; public transit; school bus service; freight/truck routes; and bicycle, pedestrian, and equestrian networks. The draft Plan will include recommended roadway configurations, intersection treatments, traffic calming, multi-modal accommodations, medians, lighting, landscaping, and other features as identified through the analysis. The draft Plan will include generalized cost estimates and projects recommended for 5-, 10-, and 20-year timeframes as well as various implementation approaches. Network mapping and cost estimates as shown in Attachment B will be created by the Town's consulting engineer under direction from TCRPC and invoiced to the Town.

The draft Plan will be provided to Town staff for up-to two (2) rounds of consolidated edits. The draft Plan findings and recommendations will be presented in a meeting facilitated by TCRPC and coordinated with the Palm Beach Transportation Planning Agency.

Staff Work Session #4

Meeting together, the TCRPC team and Town staff will review the Town's comments on the Draft Plan to determine further refinements as needed.

Task 4 Deliverables

Specific deliverables will include:

1. Draft Town Vision and Mobility Plan
2. Facilitation of Staff Work Session #4 and Documentation (Agenda, List of Attendees, and Meeting Notes)

Task 5: Public Outreach (Phase 2)

Town Council Presentation #1

The draft Plan findings and recommendations will be presented to the Town Council to solicit additional public input and further refine the Plan as needed.

Staff Work Session #5

Meeting together, the TCRPC team and Town staff will review the input received at the Town Council meeting and identify refinements as needed to finalize the Plan.

Task 5 Deliverables

Specific deliverables will include:

1. Completion of Town Council Presentation
2. Facilitation of Staff Work Session #5 and Documentation (Agenda, List of Attendees, , and Meeting Notes)

Task 6: Town Vision and Mobility Plan (Final)

Final Town Vision and Mobility Plan

Following Town Council Presentation #1 and receipt of comments from Town staff, TCRPC will incorporate suggested edits and revisions as appropriate and develop a final Town Vision and Mobility Plan. The Plan will include a series of GIS-based network maps addressing roadways; public transit; school bus service; freight/truck routes; and bicycle, pedestrian, and equestrian networks. The final Plan will include recommended improvements phased for 5-, 10-, and 20-year implementation timeframes along with generalized cost estimates, typical sections, and illustrations as appropriate. Network mapping and cost estimates as shown in Attachment C will be created by the Town's consulting engineer under direction from TCRPC and invoiced to the Town. The final Plan will also include recommended roadway configurations, intersection

treatments, traffic calming, multi-modal accommodations, medians, lighting, landscaping, and other features as identified through the analysis. The final Plan will also include an evaluation of various implementation approaches. The final Plan will be provided to Town staff for one (1) round of consolidated edits.

Staff Work Session #6

Meeting together, the TCRPC team and Town staff will review the Town's comments on the Final Plan and identify any remaining refinements needed prior to final presentation to the Town Council.

Town Council Presentation #2

After the submittal of the final Town Vision and Mobility Plan, TCRPC will be available for up-to three (3) presentations to the Town Council and other Town Boards as directed. TCRPC will coordinate the scheduling and content of the presentations with Town staff.

Task 6 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Session #6 and Documentation (Agenda, List of Attendees, , and Meeting Notes)
2. Final Town Vision and Mobility Plan
3. Town Council Presentations and Documentation

DELIVERABLES:

DELIVERABLE	FORMAT
Project Memoranda, Meeting Documentation (e.g., Agendas, Lists of Attendees, Meeting Notes from Staff Work Sessions)	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats
Project and Workshop Presentations delivered throughout the process	Electronic copies in Power Point & PDF formats
Network Concepts and Project Listings	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$114,000.00 (One Hundred Fourteen Thousand Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, meeting refreshments, or promotional materials. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

Network mapping utilizing GIS and cost estimates as described in Attachment B will be provided by the Town's consulting engineer. The cost of this work is not included in the above Fee and will, instead, be paid directly from the Town to the engineer.

Revisions to the Town's Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports are not included in this Scope of Services.

PROJECT MILESTONE	%	PYMT AMT
Notice to Proceed	14%	\$16,100.00
Task 3 Public Outreach Phase 1 (At completion of the community workshop)	50%	\$57,000.00
Task 4 Draft Town Vision and Mobility Plan (Submittal of Draft Plan)	26%	\$29,500.00
Task 6 Final Town Vision and Master Plan (Submittal of Final and Presentation to Town Council)	10%	\$11,400.00
TOTAL	100%	\$114,000.00

ITEMS TO BE PROVIDED BY THE TOWN'S CONSULTING ENGINEER:

As described above, certain materials for the project will be provided by the Town's consulting engineer. These are described in Attachment B.

ANTICIPATED SCHEDULE:

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in April 2022, is included as Attachment C.

ATTACHMENT B

ITEMS TO BE PROVIDED BY THE TOWN'S CONSULTING ENGINEER

Town of Loxahatchee Groves Town Vision and Mobility Plan

GIS Layers and Data Tables indicating:

1. Town municipal boundary
2. Base map of the Town's roadway network including right-of-way width and roadway type
3. Roads by owner (state, county, town, etc.)
4. Roads by surface type (unpaved, paved)
5. Future Land Use map designations
6. Zoning designations
7. High crash locations (based on Signal 4 Analytics)

GIS Maps for Use in the Plan:

1. Roads by type (unpaved local street, paved local street, paved collector, etc.)
2. Equestrian trail network (existing plus new)
3. Bicycle and Pedestrian Network (existing plus new)
4. Bicycle and Pedestrian "catchment area" around destinations (1/2 mile and 2-mile buffers along Okeechobee Blvd., Southern Blvd., parks, and other key locations identified by the Town)
5. "Freight" roads as identified by the Town

Capital Improvement Cost Estimates:

1. Roadway types on a cost per mile basis (4 types anticipated)
2. Crosswalks, traffic calming, raised intersections, and other traffic calming features as identified by the Town
3. Signage and gateway features
4. Cost projections broken out into near-term (1-5 years), mid-term (6-10 years), and long-term (11-20 years) timeframes

ATTACHMENT C

ANTICIPATED SCHEDULE Town of Loxahatchee Groves Town Vision and Mobility Plan

LOXAHATCHEE GROVES VISION AND MOBILITY PLAN		2022												2023					
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
PROJECT SCHEDULE		1ST QTR			2ND QTR			3RD QTR			4TH QTR			1ST QTR			2ND QTR		
Task 1	Due Diligence & Background Assessment																		
Task 2	Land Use / Fiscal Analysis																		
Task 3	Public Outreach (Phase 1)																		
Task 4	Draft Town Vision and Mobility Plan																		
Task 5	Public Outreach (Phase 2)																		
Task 6	Final Town Vision and Mobility Plan																		

ATTACHMENT A

SCOPE OF SERVICES

TOWN VISION AND MOBILITY PLAN LOXAHATCHEE GROVES, FLORIDA

MARCH 21, 2022

PROJECT DESCRIPTION:

The Town of Loxahatchee Groves (Town) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to solicit public input; analyze existing land use and transportation patterns; analyze the fiscal implications of land uses; and develop a vision and mobility plan including recommendations for enhancing the safety, variety, efficiency, and effectiveness of mobility options for the Town with a recommended schedule and general cost estimates. The geographic study area for the project is the municipal limits of the Town, roughly bounded by the City of Westlake and North Road to the north, 162nd Drive North to the west, Southern Boulevard to the south, and E Road and Folsom Road to the east. The Scope of Services will include the following:

- Data collection and analysis related to existing, planned, and anticipated transportation improvements within and around the Town;
- Coordination with the Palm Beach Transportation Planning Agency (TPA) for funding assistance and production of a Complete Streets Mobility Plan consistent with TPA plans and policies;
- Coordination with adjacent local governments and special districts, including Palm Beach County, Royal Palm Beach, Wellington, Westlake, and the Indian Trail Improvement District as well as the Florida Department of Transportation;
- Assistance with GIS mapping of transportation network layers, including roadway, public transit, school bus circulation, freight/truck routes, bicycle, pedestrian, and equestrian;
- Stakeholder meetings and public workshops to gather public input and present general findings and recommendations;
- Recommended improvements, with general cost estimates, for the near-term, mid-term, and long-term planning horizon (generally arranged for five, ten, and twenty-year timeframes) and evaluation of various implementation approaches;

- A Town Vision and Mobility Plan that documents the process, public input, networks, recommended improvements and schedule, and cost estimates; and
- Presentations to the Town Council to gain input and direction regarding the proposed Town Vision and Mobility Plan.

SCOPE OF SERVICES

Task 1: Due Diligence and Background Assessment

Staff Work Session #1

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data; review general market, infrastructure, and development activity; identify stakeholders for interviews; and refine the project schedule as needed. The Town will provide all Town regulatory documents, project development history and activity, and other relevant data. GIS base map data as needed for the project will be provided by the Town's consulting engineer. Additional staff work sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members of the project mission and goals. Staff Work Session #1 will be scheduled with Town staff and the Town's consulting engineer in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

Due Diligence Overview

Town, County, and other relevant Plans and Regulations

Relevant Town plans and regulations as well as relevant County documents and those of other agencies such as the Florida Department of Transportation and Palm Beach Transportation Planning Agency will be gathered by the TCRPC team for review and analysis.

Base Documentation

The TCRPC team will develop, with assistance from Town staff and the Town's consulting engineer, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, permits, utilities, financial and infrastructure documents, and other data as appropriate.

Site Reconnaissance

The TCRPC team will conduct field work and site reconnaissance to develop a photo database and review on-site conditions. During field visits, TCRPC team members may

schedule to meet with Town staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

Community Host Committee

TCRPC will, with the assistance of the Town staff and elected officials, assemble a Community Host Committee, which is essential for a successful community workshop and pre-workshop planning logistics (e.g., meeting venue, notification, public outreach). The committee will be comprised of up to ten residents, business and property owners, community leaders, and similar local representatives. Host Committee members will also be encouraged to participate in the community workshop activities. TCRPC will schedule Host Committee meetings as needed prior to the community workshop.

Existing and Proposed Code Analysis

The TCRPC team will obtain from the Town the current and proposed land use and zoning regulations for properties along Okeechobee Boulevard. An analysis of development potential using the existing and proposed regulations will be conducted, including creation of comparative site layouts for select locations along the Boulevard.

Staff Work Session #2 and Project Memorandum #1

Meeting together, the TCRPC team and Town staff will review the due diligence materials, site reconnaissance, and Code Analysis to confirm all relevant materials and conditions have been identified and to share initial findings. Project Memorandum #1 will be prepared after the work session, which will include a summary of base data, Code Analysis, and initial GIS network maps.

Task 1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Sessions #1 and #2 and Documentation (Agenda, List of Attendees, and Meeting Notes)
2. Project Memorandum #1 including:
 - a. Updated Project Schedule
 - b. Due Diligence Components
 - c. Summary of Site Reconnaissance
 - d. Base Data for Complete Streets Mobility Plan
 - e. Initial GIS Network Maps
 - f. Code Analysis

Task 2: Land Use / Fiscal Analysis

In order to gain an understanding of the fiscal implications to the Town of the current agricultural residential zoning in place for most properties in the Town compared to the actual uses of the

properties, the TCRPC will conduct a fiscal analysis of comparative property assessment. The TCRPC team, with the assistance of the Town, will gather taxable valuations and data regarding approved and apparent uses; meet with the Palm Beach County Property Appraiser regarding the relationships between and among zoning, approved use, actual use, and appraised and taxable values; and analyze potential impacts to Town property tax revenues if zoning changes were implemented that led to re-appraisal of parcels based more closely on actual use and impact on Town infrastructure such as roadways. The results of this analysis, including data, methodology, findings, and implications, will be provided in Project Memorandum #2, which will be reviewed with Town staff in Staff Work Session #3.

Task 2 Deliverables

Specific deliverables will include:

1. Collection of Base Data
2. Facilitation of Meeting with Property Appraiser
3. Project Memorandum #2 including:
 - a. Listing of Taxable Valuations
 - b. Listing of Apparent Uses
 - c. Summary of Property Appraiser Methodology
 - d. Comparative Analysis of Taxable versus Apparent Use
 - e. Findings and Recommendations

Task 3: Public Outreach (Phase 1)

There will be coordinated public outreach efforts prior to the workshop to engender public interest and a sense of ownership in the process. The public outreach efforts will continue as needed throughout the development of project concepts.

Stakeholder Interviews

To further inform the analysis, the TCRPC team will conduct individual stakeholder interviews with Town Council members, Town staff, and staff representatives of the Palm Beach Transportation Planning Agency, Florida Department of Transportation, Palm Beach County, and adjacent local governments (e.g., Indian Trail Improvement District, City of Westlake, Village of Wellington, Village of Royal Palm Beach). The interviews will be designed to further inform the TCRPC team as to the mobility opportunities, challenges, and desired vision for the Town. TCRPC will be responsible for interview logistics, scheduling, and facilitation.

Community Workshop

In order to address the unique characteristics of the Town and provide adequate public involvement and engagement, TCRPC will conduct a facilitated public workshop. The workshop will be open to all who are interested, and attendance will not be restricted to one segment of the community or another. The workshop will include an opening presentation summarizing the due

diligence findings, traffic data, opportunities and challenges, and measures to enable workshop participants to work with TCRPC facilitators to generate ideas and record them for consideration as part of the project. The Town will provide the workshop venue, public notice as required by Town regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Staff Work Session#3 and Project Memorandum #3

Meeting together, the TCRPC team and Town staff will review public input derived from the stakeholder interviews and public workshop and key findings. Project Memorandum #3 will be prepared after the work session, summarizing public input and key findings.

Task 3 Deliverables

Specific deliverables will include:

1. Completion of Community Workshop
2. Facilitation of Staff Work Session #3 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
3. Project Memorandum #3 including:
 - a. Listing of Stakeholder Interviewees
 - b. General Summary of Interview Findings
 - c. Workshop Presentation and Documentation
 - d. Summary of Public Input
 - e. Key Findings

Task 4: Town Vision and Mobility Plan (Draft)

TCRPC will consider traffic data, field assessments, public input, and analysis and develop a draft Town Vision and Mobility Plan, including identification of facilities and recommended improvements for roadways; public transit; school bus service; freight/truck routes; and bicycle, pedestrian, and equestrian networks. The draft Plan will include recommended roadway configurations, intersection treatments, traffic calming, multi-modal accommodations, medians, lighting, landscaping, and other features as identified through the analysis. The draft Plan will include generalized cost estimates and projects recommended for 5-, 10-, and 20-year timeframes as well as various implementation approaches. Network mapping and cost estimates as shown in Attachment B will be created by the Town's consulting engineer under direction from TCRPC and invoiced to the Town.

The draft Plan will be provided to Town staff for up-to two (2) rounds of consolidated edits. The draft Plan findings and recommendations will be presented in a meeting facilitated by TCRPC and coordinated with the Palm Beach Transportation Planning Agency.

Staff Work Session #4

Meeting together, the TCRPC team and Town staff will review the Town's comments on the Draft Plan to determine further refinements as needed.

Task 4 Deliverables

Specific deliverables will include:

1. Draft Town Vision and Mobility Plan
2. Facilitation of Staff Work Session #4 and Documentation (Agenda, List of Attendees, and Meeting Notes)

Task 5: Public Outreach (Phase 2)

Town Council Presentation #1

The draft Plan findings and recommendations will be presented to the Town Council to solicit additional public input and further refine the Plan as needed.

Staff Work Session #5

Meeting together, the TCRPC team and Town staff will review the input received at the Town Council meeting and identify refinements as needed to finalize the Plan.

Task 5 Deliverables

Specific deliverables will include:

1. Completion of Town Council Presentation
2. Facilitation of Staff Work Session #5 and Documentation (Agenda, List of Attendees, , and Meeting Notes)

Task 6: Town Vision and Mobility Plan (Final)

Final Town Vision and Mobility Plan

Following Town Council Presentation #1 and receipt of comments from Town staff, TCRPC will incorporate suggested edits and revisions as appropriate and develop a final Town Vision and Mobility Plan. The Plan will include a series of GIS-based network maps addressing roadways; public transit; school bus service; freight/truck routes; and bicycle, pedestrian, and equestrian networks. The final Plan will include recommended improvements phased for 5-, 10-, and 20-year implementation timeframes along with generalized cost estimates, typical sections, and illustrations as appropriate. Network mapping and cost estimates as shown in Attachment C will be created by the Town's consulting engineer under direction from TCRPC and invoiced to the Town. The final Plan will also include recommended roadway configurations, intersection

treatments, traffic calming, multi-modal accommodations, medians, lighting, landscaping, and other features as identified through the analysis. The final Plan will also include an evaluation of various implementation approaches. The final Plan will be provided to Town staff for one (1) round of consolidated edits.

Staff Work Session #6

Meeting together, the TCRPC team and Town staff will review the Town's comments on the Final Plan and identify any remaining refinements needed prior to final presentation to the Town Council.

Town Council Presentation #2

After the submittal of the final Town Vision and Mobility Plan, TCRPC will be available for up-to three (3) presentations to the Town Council and other Town Boards as directed. TCRPC will coordinate the scheduling and content of the presentations with Town staff.

Task 6 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Session #6 and Documentation (Agenda, List of Attendees, , and Meeting Notes)
2. Final Town Vision and Mobility Plan
3. Town Council Presentations and Documentation

DELIVERABLES:

DELIVERABLE	FORMAT
Project Memoranda, Meeting Documentation (e.g., Agendas, Lists of Attendees, Meeting Notes from Staff Work Sessions)	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats
Project and Workshop Presentations delivered throughout the process	Electronic copies in Power Point & PDF formats
Network Concepts and Project Listings	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$114,000.00 (One Hundred Fourteen Thousand Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, meeting refreshments, or promotional materials. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

Network mapping utilizing GIS and cost estimates as described in Attachment B will be provided by the Town's consulting engineer. The cost of this work is not included in the above Fee and will, instead, be paid directly from the Town to the engineer.

Revisions to the Town's Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports are not included in this Scope of Services.

PROJECT MILESTONE	%	PYMT AMT
Notice to Proceed	14%	\$16,100.00
Task 3 Public Outreach Phase 1 (At completion of the community workshop)	50%	\$57,000.00
Task 4 Draft Town Vision and Mobility Plan (Submittal of Draft Plan)	26%	\$29,500.00
Task 6 Final Town Vision and Master Plan (Submittal of Final and Presentation to Town Council)	10%	\$11,400.00
TOTAL	100%	\$114,000.00

ITEMS TO BE PROVIDED BY THE TOWN'S CONSULTING ENGINEER:

As described above, certain materials for the project will be provided by the Town's consulting engineer. These are described in Attachment B.

ANTICIPATED SCHEDULE:

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in April 2022, is included as Attachment C.

ATTACHMENT B

ITEMS TO BE PROVIDED BY THE TOWN'S CONSULTING ENGINEER

Town of Loxahatchee Groves Town Vision and Mobility Plan

GIS Layers and Data Tables indicating:

1. Town municipal boundary
2. Base map of the Town's roadway network including right-of-way width and roadway type
3. Roads by owner (state, county, town, etc.)
4. Roads by surface type (unpaved, paved)
5. Future Land Use map designations
6. Zoning designations
7. High crash locations (based on Signal 4 Analytics)

GIS Maps for Use in the Plan:

1. Roads by type (unpaved local street, paved local street, paved collector, etc.)
2. Equestrian trail network (existing plus new)
3. Bicycle and Pedestrian Network (existing plus new)
4. Bicycle and Pedestrian "catchment area" around destinations (1/2 mile and 2-mile buffers along Okeechobee Blvd., Southern Blvd., parks, and other key locations identified by the Town)
5. "Freight" roads as identified by the Town

Capital Improvement Cost Estimates:

1. Roadway types on a cost per mile basis (4 types anticipated)
2. Crosswalks, traffic calming, raised intersections, and other traffic calming features as identified by the Town
3. Signage and gateway features
4. Cost projections broken out into near-term (1-5 years), mid-term (6-10 years), and long-term (11-20 years) timeframes

ATTACHMENT C

ANTICIPATED SCHEDULE Town of Loxahatchee Groves Town Vision and Mobility Plan

LOXAHATCHEE GROVES VISION AND MOBILITY PLAN		2022												2023					
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
PROJECT SCHEDULE		1ST QTR			2ND QTR			3RD QTR			4TH QTR			1ST QTR			2ND QTR		
Task 1	Due Diligence & Background Assessment																		
Task 2	Land Use / Fiscal Analysis																		
Task 3	Public Outreach (Phase 1)																		
Task 4	Draft Town Vision and Mobility Plan																		
Task 5	Public Outreach (Phase 2)																		
Task 6	Final Town Vision and Mobility Plan																		

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: April 5, 2022

SUBJECT: Update & Discussion on Solid Waste Authority Grant Award for Blighted and Distressed Property Clean-Up and Beautification

Background:

The Town applied for and was awarded the Solid Waste Authority's ***Blighted and Distressed Property Clean-Up and Beautification Grant Program*** to fund Okeechobee Blvd Intersection Enhancements. It is of note that the amount awarded to the Town for this project is close to 50% of the Solid Waste Authority's total grant program funding of \$750,000 for this year.

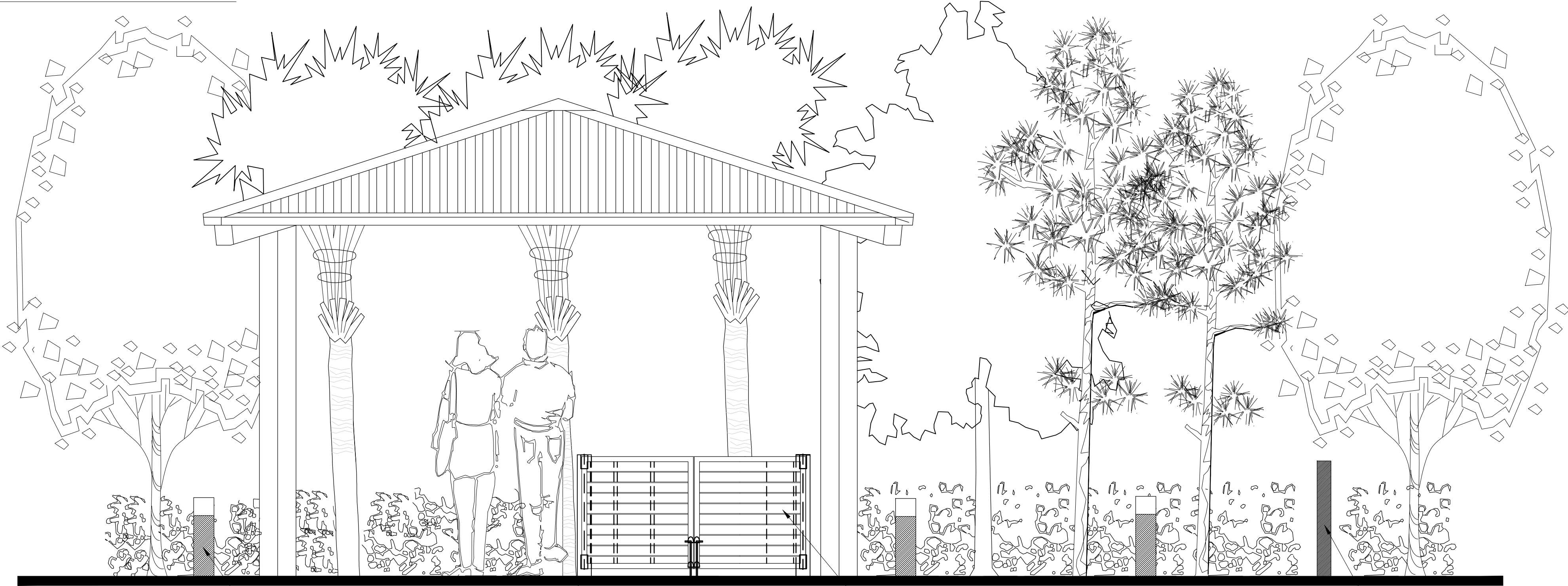
The purpose of the Town's application was to undertake an initiative to address misuse of roadside areas along Okeechobee Blvd with site improvements including five monument signs and five shelters for pedestrians, trash and recycling receptacles, and landscaping at ten locations at key intersections (see attached grant application and description).

Attached are sign and infrastructure renderings for review and discussion. Additional cost, configuration and scope will be provided as received by contractors and contracts.

Recommendations:

Move to proceed with Solid Waste Authority Blighted & Distressed Property Clean-Up and Beautification Grant Program projects as discussed, indicating options for scale and scope.

NORTH ELEVATION

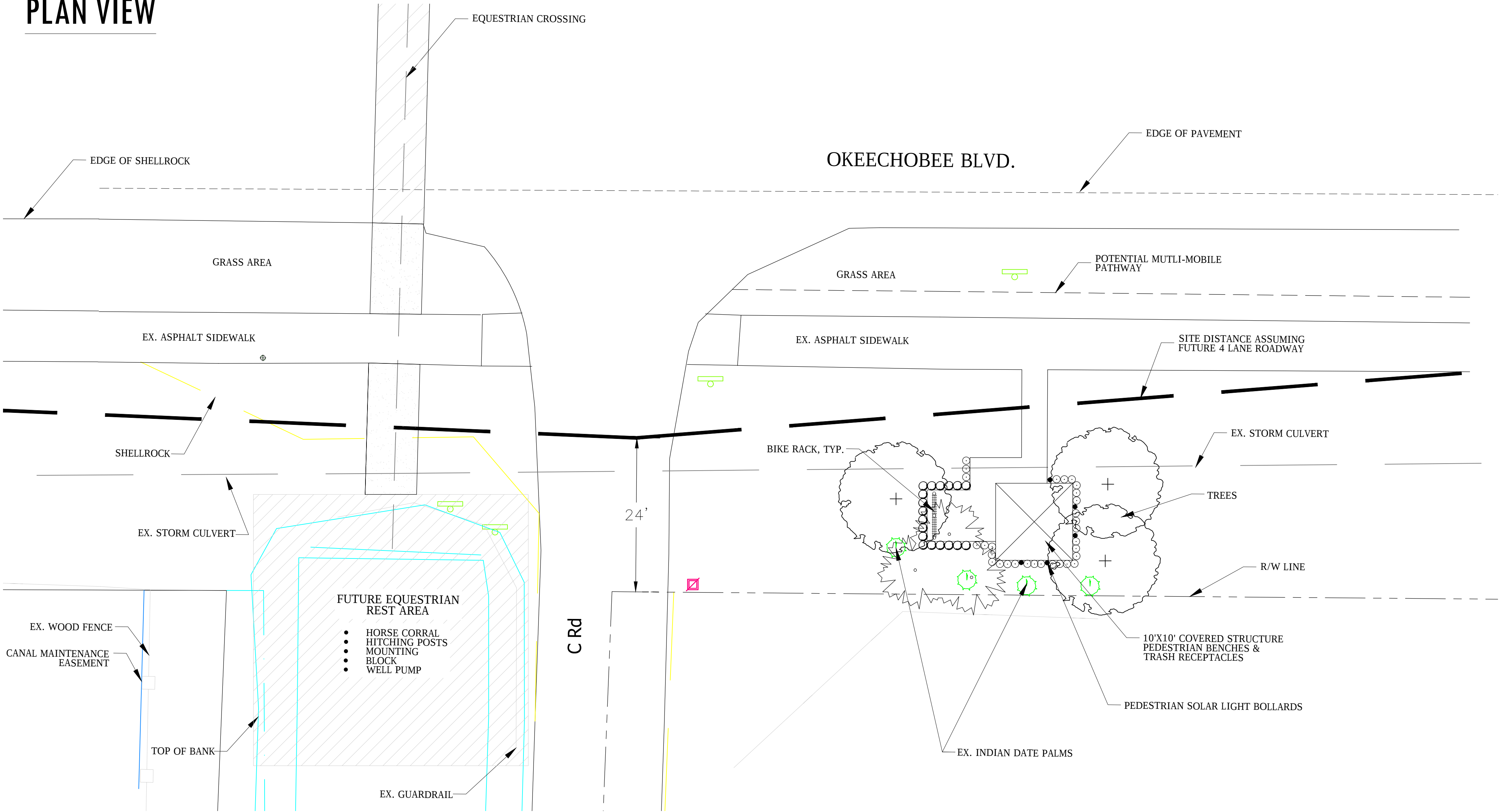


PEDESTRIAN SOLAR LIGHT BOLLARDS

ENCLOSED TRASH RECEPTACLE

BIKE RACK

PLAN VIEW



PRODUCT EXAMPLES



BIKE RACK, TYP.



STRUCTURE, TYP.



SOLAR BOLLARD, TYP.



WATER PUMP, TYP.



HITCHING POST, TYP.

Logo: 17" dia Printed Decal

3m Controltac/10 yr
w/3m UV Clear lamination

SANDBLASTED 15 lb 1.5" High Density Foam

4'x8'x1.5" Quality Brand: "SIGNFOAM"

Claridon Medium 3.5"
@35% spacing

Claridon Bold
@35% spacing



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February 28, 2022



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February 28, 2022

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February 28, 2022

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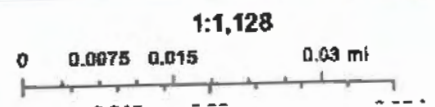
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February 28, 2022

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PBC R/W

Okeechobee Blvd

162nd Dr N

162nd Dr N

Palm Beach County

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