



City of Palm Coast Agenda

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Business Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, May 5, 2026	6:00 PM	City Hall - Jon Netts Community Wing
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City Staff

Michael McGlothlin, City Manager

Marcus Duffy, City Attorney

Kaley Cook, City Clerk

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- Other matters of concern may be discussed as determined by City Council.
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NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. PROCLAMATIONS - 5:30 P.M.

- 1. PROCLAMATION - APRIL 2026 AS RECORDS AND INFORMATION MANAGEMENT MONTH**
- 2. PROCLAMATION - MAY 3-9, 2026, AS PUBLIC SERVICE RECOGNITION WEEK**
- 3. PROCLAMATION - MAY 4-10, 2026, AS MATERNAL MENTAL HEALTH WEEK**
- 4. PRESENTATION - PRESENT CERTIFICATES TO GRADUATING STUDENTS OF THE CITY OF PALM COAST'S CITIZENS ACADEMY CLASS**

B. CALL TO ORDER THE CITY COUNCIL BUSINESS MEETING - 6 P.M.

C. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

D. ROLL CALL

E. PUBLIC PARTICIPATION

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- (4) Public speakers may address their comments to the Council as a whole, the Mayor, or to an individual Council Member
- (5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
 - (a) make their comments concise and to the point;
 - (b) not speak more than once on the same subject;
 - (c) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
 - (d) obey the orders of the Mayor or the City Council; and (e) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
- (6) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit. Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting. Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

F. APPROVAL OF MINUTES

1. **APPROVE MINUTES OF THE CITY COUNCIL: APRIL 21, 2026, BUSINESS MEETING**

G. CONSENT

1. **RESOLUTION 2026-XX APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC**
2. **RESOLUTION 2026-XX APPROVING A WORK ORDER WITH MCKIM & CREED FOR THE WATER TREATMENT PLANT #2 AUTOMATIC TRANSFER SWITCH 1,2,3 REPLACEMENT**
3. **RESOLUTION 2026-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC., FOR THE EVALUATION, LIMITED REHABILITATION, AND PUMP REPLACEMENT OF WELL SW-28**
4. **RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT #080124 WITH FORD MOTOR COMPANY, WITH PURCHASES FACILITATED THROUGH GARY YEOMANS FORD, FOR THE PROCUREMENT OF OEM VEHICLE PARTS AND SUPPLIES ON AN AS-NEEDED BASIS**

H. ORDINANCES SECOND READ

1. **ORDINANCE 2026-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES**

I. PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

M. ADJOURNMENT

1. AGENDA WORKSHEET AND CALENDAR

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: A.1

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: PROCLAMATION - APRIL 2026 AS RECORDS AND INFORMATION MANAGEMENT MONTH	
Presenter: Mayor and City Council	
Attachments: 1. Proclamation	
Background: The Flagler County Clerk and Comptroller has requested that the City of Palm Coast proclaim April 2026 as Records and Information Management Month.	
Recommended Action: PROCLAIM APRIL 2026 AS RECORDS AND INFORMATION MANAGEMENT MONTH	



PROCLAMATION

WHEREAS, Records and Information Management Month is observed annually in April to recognize the importance of effective records management and information governance in supporting transparency, accountability, and public trust in government; and

WHEREAS, the Office of the Clerk of the Circuit Court & Comptroller in the State of Florida serves as the official recorder and custodian of public records, including real property documents that establish ownership rights and protect the integrity of land records; and

WHEREAS, accurate, secure, and accessible recordkeeping is essential to preserving property rights, maintaining public confidence, and ensuring the lawful transfer and documentation of real property throughout Florida communities; and

WHEREAS, property fraud, including fraudulent deeds and unauthorized transfers of ownership, continues to be a growing concern nationwide, placing homeowners and property owners at risk of financial loss and legal hardship; and

WHEREAS, Florida Clerks of Court & Comptrollers play a vital role in protecting property owners by implementing advanced technology safeguards, and offering property fraud alert services that notify citizens when documents are recorded in their name; and

WHEREAS, through education, outreach, and collaboration with law enforcement and community partners, Clerks & Comptrollers help raise public awareness about property fraud prevention and empower citizens to safeguard their most valuable assets; and

WHEREAS, the dedicated professionals responsible for records and information management within the Clerk & Comptroller's Office demonstrate ongoing commitment to accuracy, security, preservation, and accessibility of public records in service to the citizens of Flagler County.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that April 2026, be officially designated as:

RECORDS AND INFORMATION MANAGEMENT MONTH

and commends the Clerk & Comptroller and their staff for their essential role in protecting public records, safeguarding property ownership, and preventing property fraud.

BE IT FURTHER PROCLAIMED that all residents are encouraged to take advantage of available property fraud alert services, remain vigilant in monitoring property records, and join in recognizing the important work performed by records and information management professionals.

SIGNED this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST, FLORIDA

Kaley Cook, City Clerk

Michael Norris, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: A.2

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: PROCLAMATION - MAY 3-9, 2026, AS PUBLIC SERVICE RECOGNITION WEEK	
Presenter: Mayor and City Council	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to proclaim May 3-9, 2026, as Public Service Recognition Week.	
Recommended Action: PROCLAIM MAY 3-9, 2026, AS PUBLIC SERVICE RECOGNITION WEEK	



PROCLAMATION

WHEREAS, the week of May 3 through May 9, 2026, has been designated as “Public Service Recognition Week” to honor employees of federal, state, and local governments, as well as members of the uniformed services, who are entrusted with delivering essential services upon which Americans depend; and

WHEREAS, public servants at every level of government play a vital role in maintaining critical infrastructure, protecting public health and safety, and ensuring the efficient delivery of services that residents rely on daily; and

WHEREAS, in the City of Palm Coast, more than 600 dedicated employees across ten departments work collaboratively to provide high-quality services, maintain essential infrastructure, and support a vibrant community; and

WHEREAS, City staff manage more than 100 capital projects annually, while also delivering the routine services that residents depend on, ensuring the continued preservation and enhancement of our community’s quality of life; and

WHEREAS, these public servants demonstrate professionalism, innovation, and a strong commitment to service, often working behind the scenes and in challenging conditions to meet the needs of residents and respond to emergencies; and

WHEREAS, public service is a noble calling, and those who choose this path embody a deep dedication to making a positive difference in the lives of others and in the future of their community.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and City Council of the City of Palm Coast that the week of May 3-9, 2026, be declared as:

PUBLIC SERVICE RECOGNITION WEEK

and encourage all residents to recognize and thank the men and women who serve our community with integrity, dedication, and pride.

SIGNED this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST, FLORIDA

Kaley Cook, City Clerk

Michael Norris, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: A.3

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: PROCLAMATION - MAY 4-10, 2026, AS MATERNAL MENTAL HEALTH WEEK	
Presenter: Mayor and City Council	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to proclaim May 4-10, 2026, as Maternal Mental Health Week.	
Recommended Action: PROCLAIM MAY 4-10, 2026, AS MATERNAL MENTAL HEALTH WEEK	



PROCLAMATION

WHEREAS, maternal mental health is a critical public health issue that affects the well-being of mothers, children, families, and communities, with up to 1 in 5 women experiencing perinatal mood and anxiety disorders (PMADs), including postpartum depression, during pregnancy or the first year following childbirth; and

WHEREAS, early identification, timely intervention, and community support are essential for preventing and treating PMADs, ensuring the health of both mothers and their children; and

WHEREAS, Maternal Matters Favored is committed to advocating awareness, providing resources, and fostering supportive spaces for maternal mental health, including the facilitation of specialized program services and community partnerships; and

WHEREAS, during Maternal Mental Health Awareness Week, we call on healthcare professionals, human services practitioners, policymakers, and community members to work together to eliminate stigma and barriers to mental health care for mothers; and

WHEREAS, by eliminating the stigma surrounding maternal mental health, we can create a more supportive environment where mothers feel empowered to seek help, access care, and thrive during their motherhood journey; and

WHEREAS, Maternal Matters Favored actively promotes awareness of maternal mental health by offering accessible educational initiatives, facilitating meaningful dialogues, and creating safe spaces where mothers can find the help they need without fear of stigma or judgment.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that May 4th and 10th, 2026, be officially designated as:

MATERNAL MENTAL HEALTH AWARENESS WEEK

And recognize the invaluable efforts of Maternal Matters Favored in advancing maternal mental health and supporting mothers through education, advocacy, and collaboration. Let us stand united in breaking down barriers and building a community where every mother is supported, heard, and valued.

SIGNED this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST, FLORIDA

Kaley Cook, City Clerk

Michael Norris, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: A.4

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: PRESENTATION - PRESENT CERTIFICATES TO GRADUATING STUDENTS OF THE CITY OF PALM COAST'S CITIZENS ACADEMY CLASS	
Presenter: Brittany Kershaw, Director of Communications & Marketing	
Attachments: None	
Background: Council Priority: C. Civic Engagement The members of the 59th Citizens Academy Class are graduating today. Citizens Academy was created to educate residents about the operation of our city government. During the last seven Monday evenings, from 6:00 to 9:00 p.m., Academy students attended classes during which City directors discussed operations relating to their departments. In order to fully understand the function of each department as it relates to the city, students were encouraged to ask questions during these sessions.	
Recommended Action: PRESENT CERTIFICATES TO GRADUATES	

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: F.1

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: APPROVE MINUTES OF THE CITY COUNCIL: APRIL 21, 2026, BUSINESS MEETING	
Presenter:	
Attachments: 1. Minutes	
Background:	
Recommended Action: APPROVE THE APRIL 21, 2026, BUSINESS MEETING MINUTES	



City of Palm Coast Minutes

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City Council Business Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, April 21, 2026	9:00 AM	City Hall - Jon Netts Community Wing
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A. CALL TO ORDER

Mayor Norris called the meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

City Clerk Kaley Cook called the roll. All members were present.

D. PROCLAMATIONS AND PRESENTATIONS

1. PROCLAMATION - ARBOR DAY IN PALM COAST

Mayor Norris and Mr. McGlothlin presented the proclamation to Carol Mini, Urban Forester.

Ms. Mini shared about the Arbor Day event.

Mayor Norris shared about the two trees he received from a prior event and encouraged attendance to the event.

2. PROCLAMATION - APRIL AS AUTISM ACCEPTANCE MONTH

Mayor Norris and Mr. McGlothlin presented the proclamation to Ms. Baker, Co-Founder and Vice President of the Cedar Bridge Foundation.

Ms. Baker shared comments about inclusion and action, autism in the community, an upcoming Autism Acceptance Walk and Run, and bringing community together.

City Council shared thanks for bringing awareness to autism.

3. PROCLAMATION - APRIL AS VOLUNTEER APPRECIATION MONTH

Mayor Norris and Mr. McGlothlin presented the proclamation to Susie Gamblain, Executive Director of Flagler Volunteer Services.

Ms. Gamblain shared about the volunteers and the value of what has been reported.

City Council shared thanks.

4. PROCLAMATION - APRIL AS SARCOIDOSIS AWARENESS MONTH

Mayor Norris and Mr. McGlothlin presented the proclamation to Danielle Carlson, with the Foundation for Sarcoidosis Awareness group.

Ms. Carlson shared comments and thanks.

5. PROCLAMATION - APRIL 25, 2026, AS CELEBRATE TRAILS DAY

Mayor Norris and Mr. McGlothlin presented the proclamation to members of the Parks & Recreation staff.

Ms. McDermott, Deputy Director of Parks & Recreation, shared about enhancements to Waterfront Park.

City Council encouraged use of the trails, shared about updated trail maps available, and thanks to the Parks & Recreation team.

6. PRESENTATION - YEAR-TO-DATE BUDGET OVERVIEW

Gwen Ragsdale, Budget & Procurement Manager, and Raelene Bowman, Accountant II, presented the topic to Council.

Topics presented included: Year-to-date revenues, year-to-date expenses/expenditures, budget next steps, timeline, and where the information is available.

City Council held discussion on the following topics: residential site inspections, transfers and when they occur, a request for totals to be on all slides, fleet purchases, support for waiting to hire another building inspector, fleet revenues and asset sales, a unanimous request to see anticipated transfers, and highlighting the importance of the budget process for City Council.

Ms. Ragsdale, Ms. Alves, and Mr. Cote provided a response to Council questions.

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Jeff Adams discussed the right to complain and obligation to compliment, shared about a meet and greet with the City Manager that was received very well by the general public, and recommended that the City Attorney and City Council allow time to receive feedback from the community prior to the Council meetings.

Crystal Nelson shared concern for an AI data center and oversees cables, its use for surveillance on the population, repercussions, water usage, oath of offices signed and wanted to see a copy, and that she may look to get an attorney to start a class action lawsuit.

Kirk Whittington shared a letter that he sent to Sheriff Staly regarding a recent presentation, expanded on the letter, and shared his perceptions.

Mark Webb highlighted his attendance at meetings, his recommendation to watch the meetings online, shared comments he received from the last workshop meeting, and discussed affordable housing.

Tony Amaral complimented the initiative to post the entire agenda online, asked that they be posted earlier, discussed project Magellan and a non-disclosure agreement, looked for confirmation or denial that the non-disclosure agreement has expired, discussed Capital Improvement Project increases, and verifying projected budgets and projects.

Mr. McGlothlin shared that he will work with staff on various comments.

Council Member Miller replied to the public comment regarding concerns about the data center and shared his understanding of the project and applicable State legislation. Additionally, Council Member Miller replied to the comments related to affordable housing and the needed balance.

Council Member Miller asked for an update regarding the Project Magellan non-disclosure agreement.

Attorney Duffy shared that to his knowledge, the agreement expired and that he will review with the City's Economic Development Manager.

Vice Mayor Pontieri thanked Council Member Miller for the clarifications on the cable landing, believed it would be helpful to have a fact list shared regarding the project, highlighted the potential of Council Town Hall events as previously hosted, discussed affordable housing efforts, a recent housing assessment, and providing a diversity of housing options.

Council Member Sullivan highlighted a 4-page brochure regarding the cable landing and encouraged sharing a shorter version that includes the local impact. Additionally, Council Member Sullivan shared support for Council hosted Town Halls.

Council Member Gambaro supported doing a Town Hall and discussed Project Magellan and Synergy Sports, and related messaging.

Mayor Norris shared his push to share information regarding the data center, the water usage being a closed loop system, AI as a thing of the future, and comments on housing and additional units becoming available.

Mr. McGlothlin shared about the data center and a closed loop water station and power usage not outside of the norm.

F. APPROVAL OF MINUTES

1. APPROVE MINUTES OF THE CITY COUNCIL: APRIL 7, 2026, BUSINESS MEETING APRIL 14, 2026, WORKSHOP MEETING

Motion to approve the April 7, 2026, Business Meeting Minutes and April 14, 2026, Workshop Meeting minutes by Council Member Gambaro and seconded by Council Member Miller. The motion passed unanimously.

G. ORDINANCES FIRST READING

1. ORDINANCE 2026-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES

Mayor Norris read the title into the record.

Nathalie Garcia, Senior Contracts and Procurement Coordinator, presented the topic to City Council. Topics presented included: Section 2-23 definitions, formal solicitations, Section 2-25 exemptions to quotes and formal solicitations, Section 2-26 approval requirements, Section 2-27 suspension and debarment, Section 2-29 intent to award and protest procedures, and next steps.

City Council held discussion on the following topics: previous policy adoption, informal quotes threshold, local preference threshold amounts, local policy statistics, clarity on sections with perceived superfluous language, recommendation for procedural language to be listed in the ordinance, concern for the bond amount and consideration for small businesses, support for Section 2-27 suspension and debarment and holding people accountable, and common exceptions.

Attorney Duffy, Ms. Ragsdale, Ms. Alves, and Mr. McGlothlin provided a response to Council questions and held discussion on the topics.

Ms. Alves looked for procedural guidance on the proposed language change.

Motion by Council Member Gambaro, seconded by Vice Mayor Pontieri, to approve Ordinance 2026-XX repealing and replacing Chapter 2, Article 1, Division 3 of the City of Palm Coast Code of Ordinances with amending section 2-26 (b)(2), to include language for purchases pursuant to an existing contract.

Mayor Norris highlighted that this Ordinance is for improved operational efficiencies.

Public comment:

Tony Amaral asked if every department needs this much and the potential to identify specific departments.

Mr. McGlothlin discussed budgets of this size, did not see these amounts out of line given the size of this organization.

Approved – Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris, Vice Mayor Theresa Pontieri

2. ORDINANCE 2026-XX APPROVING FIRST AMENDMENT TO THE 5TH AMENDMENT OF THE PALM COAST PARK MASTER PLANNED DEVELOPMENT (MPD) AGREEMENT APPLICATION # 6431

Mayor Norris read the title into the record.

Mayor Norris called for any ex parte communications.

Estelle Lens, Planner, and Phong Nguyen, Planning Manager, presented the topic to City Council. Topics presented included: application background, distant aerial, location maps, background and history, public benefits of the MPD, development standards, conceptual plan, architectural rendering, LDC section criteria, public participation, PLDRB

recommendation, and next steps.

Michael Chiumento, on behalf of the applicant, and Robert Porter, with D.R. Horton, presented the topic to City Council and responded to Council questions.

City Council held discussion on the following topics: an improperly placed retention pond and ruined historical site, lot lines, layout for the town homes, reduction in density, appreciation for a diversity in housing options, increased purchase price, 1/16/2023 email to Ms. Bevan of a concern from the ag museum regarding the Sawmill site, and issues with retention pond.

Motion by Council Member Gambaro, seconded by Council Member Miller, to approve Ordinance 2026-XX approving first amendment to the 5th amendment of the Palm Coast Park Master Planned Development (MPD) agreement application # 6431

Council Member Sullivan shared the basis of his no vote.

Public Comment:

Darlene Shelley asked if this change affects setbacks, areas of greenspace, compatibility, residents who selected and built their homes on certain criteria, did not find apartments and town homes to be compatible with single family homes, residents footing the bill for utilities and amenities, and destruction of history.

Kirk Whittington, shared that he used to live in the D.R. Horton community in St. Augustine, discussed homeownership rate, and believed D.R. Horton does a good job and has a good product.

Mayor Norris replied to the comments from Ms. Shelley on items beyond the City Council and shared the consideration before the Council.

Council Member Miller clarified the request before Council for consideration.

Vice Mayor Pontieri asked if the motion included the recommendations from PLDRB.

Council Member Gambaro and Council Member Miller withdrew the motion and the second.

Motion by Council Member Gambaro, seconded by Council Member Miller, to approve Ordinance 2026-XX approving first amendment to the 5th amendment of the Palm Coast Park Master Planned Development (MPD) agreement application # 6431 including the recommendations from the Planning & Land Development Regulation Board.

Vice Mayor Pontieri asked to agree on a public benefit for the developer to look at the Sawmill site to mitigate damages.

Approved – Council Member Charles Gambaro, Council Member Ty Miller, Mayor Michael Norris, Vice Mayor Theresa Pontieri

Denied – Council Member David Sullivan

RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD

City Council recessed at 11:38 a.m. and convened the SR 100 Corridor CRA Board.

1. SR 100 CORRIDOR CRA RESOLUTION 2026-XX ESTABLISHING A VERTICAL DEVELOPMENT INCENTIVE PROGRAM WITHIN THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

Mayor Norris read the title into the record.

John Zobler, Director of Community Development, presented the topic to Council.

City Council held discussion on the following topics: eligibility requirements, mixed-use and minimum height requirements, support for excluding residential incentives, live local, tax revenues, eligibility limitations, importance of arts, requirement to pay impact fees and time of payment.

City Council provided consensus to exclude residential incentives, and to not include exceptions for impact fees.

Mr. Zobler provided a response to Council questions.

Motion by Council Member Gambaro, seconded by Council Member Miller, to approve the SR 100 CORRIDOR CRA RESOLUTION 2026-XX establishing a vertical development incentive program within the SR 100 Corridor Community Redevelopment area as amended, to exclude residential incentives and not include exceptions for impact fees.

Public Comment:

Darlene Shelley felt this was a bait and switch, that Town Center should be a meeting place for residents, was unsure how this transpired in the first place, discussed crime statistics for this area, the need for quality places to shop and quality restaurants, and did not think residents were being represented.

Council Member Miller clarified the direction of Council.

Vice Mayor Pontieri encouraged Ms. Shelley to listen to this portion of the meeting and talk to staff about what is happening at the Promenade, the good things that are happening, and commended staff for trying to bring life to the CRA.

Mayor Norris replied to the comments of Ms. Shelley and that he is not in favor of renewing the CRA in the future.

Mr. McGlothlin shared support for the efforts of Mr. Zobler and staff.

Approved – Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris, Vice Mayor Theresa Pontieri

ADJOURN THE SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL

City Council adjourned the SR 100 Corridor CRA Board and reconvened the City Council meeting at 12:03 p.m.

H. RESOLUTIONS

1. **RESOLUTION 2026-53 APPROVING A COMPREHENSIVE COMPENSATION AND BENEFIT SURVEY WITH EVERGREEN SOLUTIONS, LLC**

Mayor Norris read the title into the record.

Renina Fuller, Director of Human Resources, and Ashley Fenner, HR Coordinator, presented the topic to City Council.

City Council held discussion on the following topics: prior salary studies, support for an external study, current turnover rate, specific positions which have higher turnover rate, history of this item and priority, and scope for the study.

Vice Mayor Pontieri posed a question to the Council to ask if they are prepared to make changes based on the results of the study. City Council held lengthy discussion on the question.

Mr. McGlothlin highlighted that this will give us the evidence and data that we need to make good decisions.

Motion by Council Member Gambaro, seconded by Council Member Sullivan to approve RESOLUTION 2026-XX approving a comprehensive compensation and benefit survey with Evergreen Solutions, LLC.

*Public Comment:
There were none.*

Approved – Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris, Vice Mayor Theresa Pontieri

2. **RESOLUTION 2026-54 U-HAUL STORAGE FACILITY - PALM COAST TECHNICAL SITE PLAN - TIER 3, APPLICATION # 5979**

Mayor Norris read the title into the record and called for any ex parte communications.

Michael Hanson, Senior Planner, presented the topic to Council. Topics presented included: the request, FLUM, zoning map, overall site plan, dimension plan, landscape plan, architectural elevation, site development requirements, review criteria from the LDC, public participation, and PLDRB recommendation.

City Council held discussion on the following topics: property rights, traffic concerns, and turn lanes.

Jimmy Jones, on behalf of the applicant, presented the topic to Council. Topics presented included: project overview, site layout, master plan, potential future road, Palm Coast Development Compliance, and the request.

Motion by Council Member Gambaro, seconded by Council Member Miller to approve RESOLUTION 2026- XX U-Haul Storage Facility - Palm Coast Technical Site Plan - Tier 3, Application # 5979

Public comment:

Ms. Shelley discussed current zoning, applauded the location for this purpose, wanted to know how many jobs may be created, if there is an opportunity for Palm Coast to address road impacts, and supported a demand for an acceleration and deceleration lane if it is within the City's purview.

Mayor Norris and Michael Hansons discussed the conceptual site plan and transportation questions.

Approved – Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris, Vice Mayor Theresa Pontieri

I. CONSENT

- 1. RESOLUTION 2026-55 APPROVING A CONTRACT FOR PURCHASE AND SALE WITH U-HAUL CO. OF FLORIDA FOR FUTURE RIGHT-OF-WAY**
- 2. RESOLUTION 2026-56 APPROVING FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE PALM COAST PARKWAY EXTENSION LOOP ROAD PHASE 3 PROJECT**
- 3. RESOLUTION 2026-57 AUTHORIZING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF PALM COAST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY**
- 4. RESOLUTION 2026-58 APPROVING PIGGYBACKING THE TEXAS BUYBOARD NATIONAL COOPERATIVE CONTRACT (#795-26) WITH ITERIS, INC., FOR TRAFFIC SIGNAL SYSTEMS AND SAFETY BARRIER PRODUCTS AS NEEDED**
- 5. RESOLUTION 2026-59 APPROVING PIGGYBACKING THE SOURCEWELL STATE OF MINNESOTA AND SAMSARA INC., CONTRACT #102924-SAM FOR FLEET AND EQUIPMENT GPS MONITORING SERVICES**
- 6. RESOLUTION 2026-60 AMENDING THE MAYOR AND CITY COUNCIL MEETING POLICIES AND PROCEDURES**

Council Member Sullivan highlighted item 1 and item 2 of the consent agenda for discussion.

Ms. Smith, Land Management Administrator, and Mr. Cote, Director of Stormwater & Engineering, shared details of the item.

Council Member Sullivan would like a graphic for item 2 showing the location.

Mr. Cote provided the location details.

City Council held additional discussion on the loop road.

Vice Mayor Pontieri held discussion with Mr. Mancill on item 3.

Council Member Sullivan held discussion with Attorney Duffy on item 4.

Motion by Council Member Gambaro, seconded by Council Member Sullivan to approve the consent agenda.

Public comment:

Tony Amaral discussed item 1 and thanked staff, but at the end of the day, you own it, maintain it, and fix it, discussed additional costs, a gap between Palm Coast the Palm Coast right-of-way and U-Haul land, and consideration of adding that 100 feet between properties.

Darlene Shelley sought clarity on piggyback contracts, location of flyovers, residents not given the option for how tax dollars are used for funding, and severe detriments to wetlands and water supply.

Mark Webb discussed item 6 of the consent agenda and reiterated his request to move Council discussion to be ahead of the final public comment.

Mayor Norris asked Carl about the U-Haul right-of-way comments. Mr. Cote provided the requested details and discussed the land referenced during public comment.

Vice Mayor Pontieri shared her disagreement with Mr. Webb on his request, the efforts to add additional public comment, and supported final closing comments of the Council, City Attorney, and City Manager.

Attorney Duffy highlighted the Council's efforts to go above and beyond the statutory requirements for public comments.

Council Member Miller discussed State appropriations and lack of flexibility for the Council to decide to use them for different projects.

Mayor Norris discussed roads and future evacuation routes. City Council held additional discussion on the roads and importance of the transportation corridors.

Approved – Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

Denied – Vice Mayor Theresa Pontieri

J. PUBLIC PARTICIPATION

Remainder of Public Comments is limited to three (3) minutes each.

Darlene Shelley discussed the terrible accidents in Palm Coast, expects that to get worse, advocacy for State appropriations, gridlock issues on Old Kings Road as a serious safety concern,

the safety for residents, her continued requests, and implored the Council to get more active policing on the roads.

Council Member Miller replied to public comment that he watched the prior meetings regarding State appropriations, lack of Council request for loop road funding, discussed a lengthy list of current roadway safety projects, and expressed frustration with the misinformation and the resident's issues with every single agenda item.

Vice Mayor Pontieri highlighted the appropriations asks for utilities and Council's focus on the public's desires and concerns.

Council Member Sullivan replied that there are always things that we would like to do, that it is Council's job to prioritize the list, supported the comments of Council Member Miller, and highlighted that Council has tried to fund what they can.

Council Member Gambaro stated that Council as a team has tackled a plethora of issues and they will continue to take action for our community and city.

K. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Council Member Miller highlighted upcoming meetings and events and provided sports updates.

Vice Mayor Pontieri thanked staff and community for the Tunnel to Towers event.

Council Member Sullivan shared about the upcoming Songwriters Festival.

Council Member Miller discussed the importance of the songwriters.

Attorney Duffy shared about the event opportunity for kids to learn how to write songs.

Council Member Gambaro shared support for the event and his experience with songwriters. Additionally, Council Member Gambaro shared that he and his son participated in the Tunnels to Towers 5K and shared compliments to the color guard team and to staff.

L. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

There were none.

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

1. EMERGENCY AND SOLE SOURCE REPORT FOR MARCH 2026

Mr. McGlothlin highlighted vacancies in the building department, details for transportation impact fees as discussed earlier in the meeting, and thanks to staff.

M. ADJOURNMENT

The meeting was adjourned at 1:16 p.m.

Respectfully submitted by: Kaley Cook
CMC, FCRM City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: G.1

Department	PARKS AND RECREATION	Amount
Division	PARKS AND RECREATION	Org/Account #
Subject: RESOLUTION 2026-XX APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC		
Presenter: James Hirst, Director of Parks and Recreation		
Attachments: 1. Resolution 2. Facility Use Agreement		
Background: The City of Palm Coast Parks & Recreation Department, in partnership with Palm Coast Baseball, LLC, is seeking approval from City Council for a facility use agreement to host collegiate baseball games as part of the newly established Orange State League, a wooden bat league designed to provide competitive opportunities for college-level athletes. The proposed agreement specifically pertains to the use of Baseball Field 2 at the Indian Trails Sports Complex. This facility would serve as a primary venue for league games, contributing to the activation of the complex and supporting the growth of amateur athletics within the community. The Orange State League is expected to attract players, families, and visitors to the area, providing both recreational and potential economic benefits to the City of Palm Coast.		
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC		

RESOLUTION 2026-____
FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC FOR HOSTING COLLEGIATE BASEBALL GAMES AT INDIAN TRAILS SPORTS COMPLEX ON BASEBALL FIELD 2; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Coast Baseball, LLC desires to have a facility use agreement with the City of Palm Coast to host collegiate baseball games at Indian Trails Sports Complex on baseball field 2; and

WHEREAS, the City Council of the City of Palm Coast desires to have a facility use agreement with Palm Coast Baseball, LLC for the above-referenced services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the facility use agreement with Palm Coast Baseball, LLC as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of

competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 5th day of May 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Facility Use Agreement with Palm Coast Baseball, LLC

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made as of the ____ day of _____, 2026 (“Effective Date”), by and between THE CITY OF PALM COAST, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida 32164 (hereinafter referred to as “City”); and Palm Coast Baseball, LLC , a Florida Limited Liability Company, whose address is 1845 Town Center Blvd, Ste 205, Fleming Island, Florida 32003 (hereinafter referred to as the “League”).

RECITALS

WHEREAS, the City of Palm Coast owns and operates the Indian Trails Sports Complex (ITSC) for the benefit, recreation, and health of its residents and the general public; and

WHEREAS, the City has established policies to allow for the use of its athletic fields by organized sports leagues to promote community engagement and athletic activity; and

WHEREAS, The Players League (the “League”) is an organized athletic entity seeking to provide a structured environment for Adult Baseball competition and recreation

WHEREAS, the City owns eight (8) fields at Indian Trails Sports Complex including batting cages, and concession stands; and

WHEREAS, the City and League desire to enter into an agreement regarding the use of the baseball/softball fields, batting cages, and associated concession stands at Holland Park and the Indian Trails Sports Complex for uses related to the League’s baseball activities; and

WHEREAS, the City has determined that this Agreement is in the public interest and serves and advances the public purpose,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged the parties hereto covenant and agree as follows:

SECTION 1. AGREEMENT/USE:

- A. Between June 1st and August 1st of each year during the term this Agreement, the League shall have non-exclusive rights to use the existing baseball fields, including batting cages, and concession stands at Indian Trails Sports Complex.
- B. The League acknowledges and agrees that its use of the Indian Trails Sports Complex is subordinate to the City’s master scheduling. The League’s schedule is subject to displacement or modification by other leagues, tournaments, or organizations that have secured prior reservations through the City’s Parks & Recreation Department.
- C. In the event of a scheduling conflict between The League and another permitted entity, the City’s Parks & Recreation Director (or their designee) shall have the final and absolute authority to determine field occupancy.

- D. The City reserves the right to preempt the League's scheduled use for City-sponsored events, emergency repairs, or special community programs, provided the City gives the League at least forty-eight (48) hours' notice, whenever practicable.
- E. This agreement does not grant the League exclusive use of the Indian Trails Sports Complex beyond the specific fields and times explicitly approved in the League's seasonal permit.

SECTION 2. TERM/TERMINATION: The term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date. After the three (3) year term, upon the request of the League, the City may authorize the League to use the Complex, subject to the conditions set forth herein, for an additional period of three (3) years. Either party may terminate this Agreement upon thirty (30) days written notice. Upon termination, all rights to the Complex revert back to the City.

SECTION 3. PERMIT FEE: The League shall pay the City's permit fee schedule as established in the City's fee schedule for the use of the building area of real property owned by the City unless waived by the City Manager.

SECTION 4. FORCE MAJEURE: If the Complex is rendered unsuitable for use by the League for its intended purposes by reason of force majeure, the City and the League are released from their obligations hereunder. *Force Majeure* shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions war or other act of any foreign nation, power of government, or governmental agency or authority, terrorist act, or any other cause like or unlike any cause mentioned which is beyond the control of the City.

SECTION 5. INGRESS/EGRESS: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Complex shall be kept unobstructed by the League and shall not be used for any purpose other than ingress or egress to and from the Complex by the League.

SECTION 6. COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES:

A. If any material, composition or name to be used or performed at the Complex is copyrighted, the League is responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The League agrees to be fully responsible for any fees, royalties and licensees in connection therewith. The League shall advise the City of each use of such material, composition or name within ten days after such use. The League shall have the obligation to obtain any and all approvals, licenses or similar actions relating to the use of the intellectual property of others at the Complex.

B. The League acknowledges that the City of Palm Coast logo, seal, and related trademarks are the sole property of the City. The League shall not use the City of Palm Coast logo, the Parks & Recreation Department logo, or any official City "branding" on its jerseys, websites, social media, marketing materials, or trophies without express, prior written consent from the City.

C. The League shall not represent itself as an official program of the City of Palm Coast. Any promotional materials created by the League must clearly state that the League is an independent organization and that the City is providing the facility only.

D. The League may use the text "Indian Trails Sports Complex" or "Palm Coast, Florida" strictly

for the purpose of identifying the location of games and events.

SECTION 7. REVENUE RETENTION AND SPONSORSHIPS RIGHTS:

A. The League shall have the exclusive right to operate all concession stands within the designated Facility during the Term of this Agreement. The League shall retain one hundred percent (100%) of all net profits generated from the sale of food, beverages, and merchandise. While the League retains all profits, it remains solely responsible for obtaining any necessary permits/licenses, payment of applicable sales taxes, and ensuring the concession area is returned to its original state of cleanliness at the conclusion of each use.

B. The League shall retain one hundred percent (100%) of all revenue generated through League-solicited sponsorships, including but not limited to outfield fence banners, signage, uniform branding, digital or social media promotions, tournament naming rights.

C. The City hereby grants the League the exclusive right to charge an admission fee or sell tickets to the general public for entry into Baseball Field #2 during the Permitted Hours defined in this Agreement. This right is limited strictly to Baseball Field #2 and does not extend to common areas of the Park, such as parking lots, playgrounds, or walking trails. The League shall keep 100% of the profits from the sale of the ticket. The League is solely responsible for the logistics of ticket sales, including staffing, and security.

SECTION 8. ABANDONED PROPERTY: Any property left in the Complex shall be deemed abandoned and shall become property of the City to be disposed of or utilized at the City's sole discretion.

SECTION 9. REPAIRS AND MAINTENANCE/MODIFICATIONS:

A. During the term of this Agreement, the League shall maintain the Complex in good working order. The League shall be responsible for repairs to damages to the Complex except to the extent caused by a third party using the Complex as result of City's request.

B. The League shall make no temporary or permanent modifications to the Complex without the prior written consent of the City.

C. The League is responsible for "policing" the area. Dugouts, bleachers, and spectator areas must be cleared of trash immediately following each game.

SECTION 10. COMPLIANCE: The League and its members agree to use and occupy the Complex in accordance with all City ordinances, codes, laws, rules and regulations including but not limited to fire codes. The League agrees that it shall be subject to all conditions of each and every grant or similar relations to which the Complex is subject, to include, but not be limited to, public use, restrictions on income and/or concessions and any and all related matters. The League shall use and occupy the Complex in a safe and careful manner and shall comply with all applicable City, State and Federal laws and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect relating to the Complex.

SECTION 11. INDEMNIFICATION AND RELEASE, ETC.: The League agrees that on behalf of itself and any and all derivative claimants, of whatsoever type or nature or

relationship, it understands that the City and its officers, agents and employees, assume no liability whatsoever for any personal injury or property damage or loss that the League or any derivative claimant may suffer, of whatsoever type or nature or cause, as a result of the condition or use of the Complex. The League agrees that it will indemnify, hold and save the City and its officers, agents, contractors and employees whole and harmless and defend same from and against all claims, demands, actions, damages, costs, loss, liabilities, expenses and judgments of any nature recovered from or asserted against the City on account of injury or damage or injury may be incident to, arise out of, or be caused, either proximately or remotely wholly or in part, by an act, omission, negligence or misconduct on the part of the League or any of its agents, servants, employees, contractors, patrons, guests or invitees or of any other person using the Complex, related to the Complex or when such injury or damage is the result, proximate or remote, of the use by the League or any of its agents, servants, employees, contractors, patrons, guests, or invitees of City property, or when any such injury or damage may in any other way arise from or out of the use by the League, its agents, servants, employees, contractors, patrons, guests or invitees of the Complex or associated facilities. The League covenants and agrees that in case the City shall be made party to any litigation against the League or in any litigation commenced by any party other than the League relating to this Agreement or the complex or associated facilities, then the League shall and will pay all costs and expenses, including, but not limited to, reasonable attorney's fees and court costs, incurred or imposed upon the City by virtue of any such litigation. In consideration of, and as an inducement for, the City allowing the League to use the Complex, the League, and on behalf of and for all derivative claimants including, but not limited to, any and all heirs, assigns, executors, beneficiaries, administrators and any and all other claimants or legal representatives of whatsoever nature or relationship, do hereby forever fully release, remiss, indemnify, acquit, forever discharge and hold harmless and blameless, the City and its officers, employees and agents for any personal injury or property damage, of whatsoever type or nature, that the League or any derivative claimant as set forth above, or the League's successor, or those listed above may suffer as a result of, directly or indirectly, League's use of the Complex or City property. The League assumes any and all risks, known or unknown, relative to the use of the Complex or City property and covenants on behalf of the League and all derivative claimants, as aforementioned, not to sue the City or its officers, employees and agents or any one of them or combination of them.

SECTION 12. INSURANCE: The League further agrees to purchase at its own expense a comprehensive liability insurance policy, including public liability and property damage, written by a company licensed to do business in the State of Florida and acceptable to the City, covering the Complex, operations hereunder, and productions therein in the amount of ONE MILLION AND NO/100ths DOLLARS (\$1,000,000.00) for bodily injury and ONE MILLION AND NO/100ths DOLLARS (\$1,000,000.00) property damage or combined single limit of ONE MILLION AND NO/100ths DOLLARS (\$1,000,000.00). The City shall be named as an insured in any insurance policy required hereunder. The League shall also maintain worker's compensation insurance and such other coverage as the City may reasonably require if they engage employees other than volunteers. The League agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. A certificate evidencing the existence of insurance as required under this Agreement shall be delivered to the City no later than ten (10) days prior to execution of this Agreement and annually thereafter. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving the ten days written notice to the City. Providing and maintaining insurance coverage is a material term of this Agreement. The City may require that the League procure additional levels of insurance on a periodic basis in

order to protect the City at an equivalent level with consideration being given to economic conditions, inflation and other pertinent conditions.

SECTION 13. PERSONAL/NO ASSIGNMENT: This Agreement is personal and the League shall not assign this Agreement nor sublet the Complex or any part without the prior written consent of the City.

SECTION 14. TAXES: The City shall not be responsible for the payment of any taxes arising out of or connected to the use of the Complex by the League. The League shall be responsible and be required to pay upon demand to the City an amount sufficient to discharge all taxes which may arise from or in connection with the League's use of the complex.

SECTION 15. EQUAL ACCESS: The use of the Complex is subject to its use not being implemented in a discriminatory manner and, to that end, no person shall be denied the equal privileges and enjoyment of having access and use of the Complex on the basis of race, color, national origin, religion, age, veteran's status, sex or disability.

SECTION 16. RELATIONSHIP OF THE PARTIES: It is agreed that the League, its promoters, its members, its agents and its employees are independent contractors and have no employment relationship and no joint venture nor partnership with the City with respect to the subject matter of this Agreement.

SECTION 17. GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Florida, which shall also be the forum for any lawsuit arising from or incident to this Agreement.

SECTION 18. PROGRAM PUBLICITY: Any and all news releases, signs, or other types of publicity pertaining to the League's activities at the Complex shall recognize the City as a participating entity and represent the City in a positive and favorable light. All such materials shall be subject to the City's prior written approval.

SECTION 19. DISCLAIMER OF THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

SECTION 20. LIABILITY: To the fullest extent permitted by law, the League shall indemnify, hold harmless and defend the City, its agents, servants, employees and officers, or any of them, from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative and legal support services and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of this Agreement. Nothing herein shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 786.28, *Florida Statutes*. In claims against any person or entity indemnified under this Section by an employee of the League or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the League or its agents or subcontractors, under Workers' compensation

acts, disability benefits acts or other employee benefit acts.

SECTION 21. DEFAULT: (a) In the event of default by the League, the City shall be entitled to any and all legal remedies available under Florida law. (b) In the event of default by the City, the League shall be entitled to any and all legal remedies available under Florida law. (c) Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party fifteen (15) days from the date of receipt to cure such defaults. If either party terminates this Agreement prior to the expiration of the initial fifteen (15) day period, it shall not be entitled to compensation in any respect under this Agreement.

SECTION 22. NOTICES: Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

League:

Attn: Alec Allred
1845 Town Center Blvd, Ste 205
Fleming Island, FL 32003

City:

City Manager
160 Lake Avenue
Palm Coast, Florida 32164

SECTION 23. TIME IS OF THE ESSENCE: Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 24. VENUE: Venue for any legal proceeding related to this Agreement shall be in Flagler County, Florida.

SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS: The League shall obtain and possess, throughout the term of this Agreement, all licenses and permits applicable to its operations under Federal, State and local laws and shall comply with all fire, health and other applicable regulatory codes.

SECTION 26. ATTORNEYS FEES: If it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal or otherwise.

SECTION 27. EFFECTIVE DATE: This Agreement shall take effect when adopted by the City and the League and fully executed by their duly authorized representatives.

SECTION 28. NONDISCRIMINATION: The League agrees that it will not discriminate against any employee or applicant for employment for work or recreation activity participant under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The League, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder and any and all requirements of State law related thereto.

SECTION 29. FAILURE TO ENFORCE NOT WAIVER OF RIGHT: Failure by the City to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 30. CONFLICT OF INTEREST: The League agrees that it will not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by an officer, employee or agent of the City.

SECTION 31. FURTHER DOCUMENTS: Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and this as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 32. CAPTIONS: Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 33. INTERPRETATION: The City and the League agree that all words, terms and conditions contained herein are to be read in concert, each with the other and that a provision contained under a heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arms length negotiation between the City and the League and all parties have contributed substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Agreement. All provisions of this Agreement shall be read and applied in *pari materia* with all other provisions hereof.

SECTION 34. MODIFICATION: This Agreement may not be amended, changes or modified and material provisions hereunder may not be waived, except by a written document of equal dignity herewith, approved by the City Council of the City and the League and executed by all parties to this Agreement.

SECTION 35. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 36. ENTIRE AGREEMENT: This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 37. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. The assignment of

the rights or obligations of the parties may not occur and is prohibited unless the other party expresses its written consent to such an assignment. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

SECTION 38. PUBLIC RECORDS:

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If the League is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, the League shall:

i. Keep and maintain all public records required by City to perform the Services herein; and

ii. Upon request from City’s custodian of public records, provide City 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, F.S. or as otherwise provided by law; and

iii. 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 League does not transfer the records to City; and

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

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to City. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to City. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, League shall fully indemnify and hold harmless City, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

C. IF THE LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LEAGUE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC

RECORDS, ATTN: KALEY COOK, CITY CLERK, AT 386-986-3715, kcook@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

SECTION 39. SEVERABILITY: If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the public interest is served by the continuation of the implementation of the Agreement.

SECTION 40. EXHIBITS: All exhibits, if any, attached to this Agreement are hereby incorporated into this Agreement by this reference thereto as if fully set forth in the text of this Agreement verbatim.

IN WITNESS WHEREOF, the parties the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

Palm Coast Baseball, LLC

By: _____

By: _____

Print:

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: G.2

Department UTILITY Division WATER OPERATIONS	Amount \$162,530.00 Org/Account # 54049087 063030 84018
Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH MCKIM & CREED FOR THE WATER TREATMENT PLANT #2 AUTOMATIC TRANSFER SWITCH 1,2,3 REPLACEMENT	
Presenter: Brian Roche, Director of Utility, Peter Roussell, Deputy Director of Utility	
Attachments: 1. Resolution 2. Contract 3. Proposal Letter 4. Proposal	
Background: Council Priority: D. Sustainable Environment & Infrastructure The City of Palm Coast Utility Department operates three water treatment plants that work together to provide drinking water for the entire city under all conditions. During storms, the plants can switch to generator power to ensure uninterrupted service. To maintain continuity, the facilities automatically transfer to this secondary power source when needed. Due to aging infrastructure at Water Treatment Plant #2, the switchgear has become increasingly unreliable and outdated. As this facility provides approximately 45% of the city's drinking water, it is critical that service interruptions are avoided. City staff have collaborated closely with McKim & Creed Engineering to develop a plan to upgrade this infrastructure. The project will simplify the existing design while improving overall robustness and reliability. It will also modernize transfer switch technology, incorporating power-balancing features that allow for smoother transitions and help extend equipment life by reducing the impact of power transfers. Under an existing contract RFSQ-SWE-24-12, staff have negotiated a scope of work and fee schedule not to exceed \$162,530.00 for engineering and construction management services related to the switchgear project. This project is funded by the bond out of FY 2026 Utility Capital Projects-Water Treatment Plant #2 Renewal and Replacement.	

Source of Funds Worksheet

Original Budget: \$251,000.00

Total Expended/Encumbered to Date: \$0.00

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$162,530.00

Balance: \$88,470.00

Recommended Action:

**ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH MCKIM & CREED FOR THE
WATER TREATMENT PLANT #2 AUTOMATIC TRANSFER SWITCH 1,2,3 REPLACEMENT**

RESOLUTION 2026_____
AUTOMATIC TRANSFER SWITCH 1,2,3 REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH MCKIM & CREED, FOR THE WATER TREATMENT PLANT #2 AUTOMATIC TRANSFER SWITCH 1,2,3 REPLACEMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, McKim & Creed, has expressed a desire to provide water treatment plant #2 automatic transfer switch 1,2,3 replacement for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a work order with McKim & Creed for the water treatment plant #2 automatic transfer switch 1,2,3 replacement for the City of Palm Coast; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 - Purchase and Contractual Services Sections, 2-26 – Approval Requirements - Subsection A., City Council desires to grant authority for the City Manager to enter into any necessary contracts including those that are equal to or exceed \$50,000.00 associated with the expenses related to the above-mentioned project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the workorder with McKim & Creed for the water treatment plant #2 automatic transfer switch 1,2,3 replacement, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Project Agreements/Contracts for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to Project Agreements/Contracts on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast,
Florida, on this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – Work Order McKim & Creed

BPO Mgr. approved

DS
MR



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name McKim & Creed, Inc.

Project Name: Professional Utility Engineering Services

Bid/Reference # RFSQ-SWE-24-12

Contract Type: Master Services Agreement (Professional Services)

Contract Value \$ Over \$50k

Resolution # 2024- 103

City Council Approval Date: 07/16/2024

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 3 years

Renewable (Y/N): yes

If Yes, # and length of
renewals: 2 at one year each

City's Project Manager Alex Blake

Brief Description/Purpose:

Professional Utility Engineering Services

Approvals:

Responsible Dept. Director

DocuSigned by:

Carl Cote

DocuSigned by:

D9149C6987AB49F...

Date: Jul 18, 2024 | 5:12 AM PDT

City Finance

Helena Alves

DocuSigned by:

4F2A3892B67B492...

Date: Jul 18, 2024 | 8:51 AM EDT

City Attorney

Marcus Duffy

A9D59FA5D9FD417...

Date: Jul 17, 2024 | 9:06 PM EDT

Acting City Manager

DocuSigned by:

Lauren Johnston

17644D609F7D434...

Date: Jul 18, 2024 | 8:52 AM EDT



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.



Thank you.

Regards,
City of Palm Coast

Budget & Procurement Office





MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 18th day of July, 2024 ("Effective Date"), between MCKIM & CREED, INC. whose primary place of business is 139 Executive Circle #201, Daytona Beach, Florida 32114 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL UTILITY ENGINEERING SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-SWE-24-12 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.
- B. Termination By CITY.**
- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
 - ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
 - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
 - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
 - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
 - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
 - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
 - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.
- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
 - B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
 - C. Immigration.** CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.
 - D. Scrutinized Companies.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.
 - E. Contractor Preference.** Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:
 - a. The Contractor's political opinions, speech, or affiliations;
 - b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
 - c. The Contractor's lawful ownership of a firearm;
 - d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
 - e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
 - f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
 - g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
 - h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.
 - F. Conflict of Interest.**

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be

liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

- 16. EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.
- 17. INDEPENDENT CONTRACTOR.** The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
- 18. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
- 19. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

Robert Garland PE, ENV SP
McKim & Creed, Inc.
139 Executive Circle #201
Daytona Beach, Florida 32114

- 20. ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. PUBLIC RECORDS LAW.

- A.** The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
- i. Keep and maintain all public records required by CITY to perform the Services herein; and
 - ii. Upon request from CITY'S custodian of public records, provide CITY 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, F.S. or as otherwise provided by law; and
 - iii. 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 SUPPLIER does not transfer the records to CITY; and
 - iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all

public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Lauren Johnston
17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: Jul 18, 2024 | 8:52 AM EDT

MCKIM & CREED, INC.

DocuSigned by:
By: Robert Garland PE, ENV SP
A4D4F5DD64B34D9
(Authorized Signatory)

Print Name: Robert Garland PE, ENV SP

Title: Vice President

Date: Jul 17, 2024 | 1:31 PM EDT

Exhibits

A - Work Order Template Form

B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
5. **DESCRIPTION OF SERVICES** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT:** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____

Print: _____

Title: _____

Date: _____

CITY APPROVAL

By: _____

Print Name: _____

Title: Assistant City Manager or Designee

Date: _____

BPO Use Only:

Req # _____

Requisition Creator _____

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B

Insurance Requirements

1. GENERAL.

- 1.1.** Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2.** Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3.** SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4.** Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5.** It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6.** Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7.** Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1.** SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2.** If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

- 3. COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

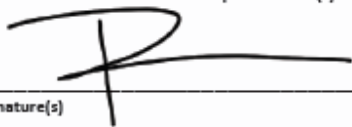
The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.
- B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.
- C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
 2. Have it signed and notarized.
 3. Then attach the notarized affidavit and the proof of registration where indicated.
- D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.
- E. Failure to comply with this provision is a material breach of the awarded contract and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

McKim & Creed, Inc	
Name of Proposer	
Robert Garland PE, ENV SP, DBIA	
Vice President/Regional Manager	
Name and Titles of Authorized Representative(s)	
	
Signature(s)	
May 23, 2024	
Printed Date	

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that McKim & Creed, Inc *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of McKim & Creed, Inc *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Robert Garland PE, ENV SP, DBIA

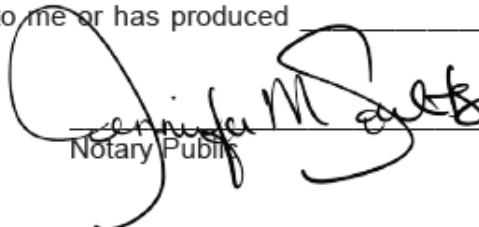
Title: Vice President/Regional Manager

Date: May 23, 2024

STATE OF FLORIDA

COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 23rd day of May, 2024 by Robert Garland
[name of officer or agent, title of officer or agent] of
McKim & Creed [name of contractor company
acknowledging], a North Carolina [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced [type of
identification] as identification.


Notary Public

[NOTARY SEAL]



Jennifer Soult
Name typed, printed or stamped

My Commission Expires: 4.5.2027

FORM 6 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

McKim & Creed, Inc is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true

Printed Name: Robert Garland PE, ENV SP, DBIA

Title: Vice President/Regional Manager

Signature: 

Date: May 23, 2024

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2024

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

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

PRODUCER McGriff Insurance Services LLC Post Office Box 13941 Durham, NC 27709 919 281-4500	CONTACT NAME: Brittany F Yardley PHONE (A/C, No, Ext): 919 281-4500 FAX (A/C, No): 8887468761 E-MAIL ADDRESS: nccertificateteam@mcgriff.com																					
INSURED McKim and Creed Inc 4300 Edwards Mill Road, Suite 200 Raleigh, NC 27612	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Valley Forge Insurance Company</td><td>20508</td></tr> <tr> <td colspan="2">INSURER B : Continental Insurance Company</td><td>35289</td></tr> <tr> <td colspan="2">INSURER C : American Casualty Co of Reading PA</td><td>20427</td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Valley Forge Insurance Company		20508	INSURER B : Continental Insurance Company		35289	INSURER C : American Casualty Co of Reading PA		20427	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			C7015339793	09/05/2023	09/05/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7015339776	09/05/2023	09/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10000			7015339809	09/05/2023	09/05/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC715339762	09/05/2023	09/05/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Project: RFSQ-SWE-24-12 Professional Utility Engineering Services.

City of Palm Coast, its officials, officers, and employees are Additional Insured under the General Liability and Auto Liability if required by contract, before a loss on a primary and non-contributory basis.

Umbrella follows form over the General Liability, Auto Liability and Employers Liability. Thirty (30) day notice of cancellation, except for 10 days non-payment of premium, applies on the General Liability, Auto Liability, and Workers Compensation policies if required by contract.

CERTIFICATE HOLDER

CANCELLATION

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert K. Sted

7/17/2024

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

PRODUCER Scott Insurance - Raleigh 2501 Blue Ridge Road Suite 250 Raleigh NC 27607	CONTACT NAME: Angelo DePolito PHONE (A/C, No, Ext): 615-224-2689 FAX (A/C, No): E-MAIL ADDRESS: adepolito@scottins.com
INSURED McKim & Creed, Inc. 4300 Edwards Mill Road, Suite 200 Raleigh NC 27612	INSURER(S) AFFORDING COVERAGE INSURER A : Berkley Assurance Company (A+) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY									EACH OCCURRENCE	\$		
	☐	CLAIMS-MADE		☐						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	☐									MED EXP (Any one person)	\$		
	☐									PERSONAL & ADV INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$		
	☐	POLICY	☐	PRO-JECT						☐	LOC	PRODUCTS - COMP/OP AGG	\$
	☐	OTHER:									\$		
		AUTOMOBILE LIABILITY											
☐		ANY AUTO			BODILY INJURY (Per person)	\$							
☐		OWNED AUTOS ONLY	☐	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$							
☐		HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$							
☐						\$							
☐						\$							
	UMBRELLA LIAB		☐	OCCUR						EACH OCCURRENCE	\$		
	EXCESS LIAB		☐	CLAIMS-MADE						AGGREGATE	\$		
	☐	DED	☐	RETENTION \$							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									☐ PER STATUTE	☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N									E.L. EACH ACCIDENT	\$		
	(Mandatory in NH)									E.L. DISEASE - EA EMPLOYEE	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - POLICY LIMIT	\$		
A A	Professional Liability Contractors Pollution Liab						PCAB-5023012-0923 PCAB-5023012-0923	9/5/2023 9/5/2023	9/5/2024 9/5/2024	Each Claim/Aggregate Each Claim/Aggregate Self-Insd Retention	\$5M / \$10M \$5M / \$10M \$500K / \$1M		

Sara Warrick

**RESOLUTION 2024 -103
CONTINUING SERVICE AGREEMENTS FOR
PROFESSIONAL UTILITY ENGINEERING SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PALM COAST, FLORIDA, APPROVING MASTER SERVICES
AGREEMENTS FOR PROFESSIONAL UTILITY
ENGINEERING SERVICES: PROVIDING LEGISLATIVE AND
ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE
AMENDMENTS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; PROVIDING FOR
IMPLEMENTING ACTIONS; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Professional Utility Engineering consultants have expressed a desire to provide utility engineering services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires enter approve contracts with the top seven (7) ranked firms for the above-mentioned services for the City of Palm Coast.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreements with Wright-Pierce, Inc., Freese & Nichols, Inc., McKim & Creed, CPH, Inc., Jacobs Engineering Group, Inc., Four Water Engineering, Inc., Infrastructure Solution Services, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee has the authorization to negotiate, finalize and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for

changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of July 2024.

ATTEST:


KALEY COOK, CITY CLERK

CITY OF PALM COAST


DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY


MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – MSA Draft Contracts





CONTRACTORS

SURVEYORS

PLANNERS

March 31, 2026

260337

Ronald Cook
Water Utility System Chief Operator
Water Treatment Plant 2
50 Citation Blvd
Palm Coast, FL 32164

RE: WTP 2 Automatic Transfer Switch 1,2,3 Replacement Proposal

Dear Mr. Cook,

Per your request we are pleased to offer the following proposal for your consideration.

If you have any questions, or require additional information, please feel free to give me a call.

Sincerely,

A handwritten signature in blue ink that reads "Laurel Smith".

Laurel Smith, P.E.
Project Engineer

Enclosures

cc: Proposal File

1365 Hamlet Avenue
Clearwater, FL 33765

727.442.7196.

Fax 727.461.3827

www.mckimcreed.com

**CITY OF PALM COAST
WTP 2 AUTOMATIC TRANSFER SWITCH 1,2,3 REPLACEMENT
PROPOSAL
SCOPE OF SERVICES**

March 31, 2026

I. PROJECT DESCRIPTION

The City of Palm Coast has an existing power distribution system in their Water Treatment Plant #2 that they would like to simplify. The electrical design associated with this simplification will include evaluating the existing generator for load capacity, the addition of a single service-rated automatic transfer switch, and the reconfiguration of the power distribution to connect the generator to the new transfer switch. If the existing generator is not large enough to handle the load, a new generator will be specified. A load shedding program can also be specified if the existing generator's load sizing allows for this.

II. SCOPE OF SERVICES

TASK 1 – Project Management

- A. Provide project management for the project. This will include project setup and coordination between disciplines.
- B. Perform internal QA/QC for all project deliverables.
- C. Participate in a project kick-off meeting with Palm Coast to review the scope, schedule and budget of the project as well as identify the goals of the project.
- D. Monthly invoicing for work performed.

TASK 2 – Preliminary Design Services

- A. Evaluate the existing generator for load sizing requirements
- B. Prepare load calculations of the existing loads
- C. Prepare single line diagrams showing the modifications
- D. Prepare an Opinion of Probable Construction Cost (OPCC)
- E. Prepare a short (max 10 pages) Technical Memo (TM) to include the above items and discuss the impacts of using a load shedding program.
- F. Prepare a table of contents for the Division 16 specifications
- G. Issue the TM, 30% design drawings & Spec TOC to the City
- H. Participate in an in-person design review meeting with the City

TASK 3 – 60% Design Services

- A. Modify the design drawings as per the comments received in the 30% design review meeting
- B. Prepare site plans w/ preliminary routing for large conduit runs
- C. Prepare equipment elevation diagrams
- D. Prepare the Division 16 specifications
- E. Refine the Opinion of Probable Construction Cost (OPCC)
- F. Issue the 60% design drawings to the City
- G. Participate in a virtual design review meeting with the City

TASK 4 – 90% Design Services

- A. Modify the design drawings as per the comments received in the 60% design review meeting
- B. Develop interconnection diagrams
- C. Develop control schematics
- D. Develop Conduit and Cable Schedules
- E. Prepare I&C changes required by the modifications
- F. Prepare Structural changes required by the modifications
- G. Finalize the Division 16 specifications
- H. Finalize the Opinion of Probable Construction Cost (OPCC)
- I. Issue the 90% design drawings to the City
- J. Participate in a virtual design review meeting with the City

TASK 5 – 100% and Issue for Bid (IFB) Design Services

- A. Modify the design drawings as per the comments received in the 90% design review meeting
- B. Finalize all drawings and specifications
- C. Provide a registered Florida Professional Engineering seal on all drawings and specifications
- D. Issue drawings and specifications to the City

TASK 6 – Bidding Phase Services

- A. Participate in an onsite pre-bid meeting with the City
- B. Respond to Requests for Information (RFI) from the bidding contractors
- C. Issue addenda as needed to address questions and clarify the design
- D. Provide bid evaluation services
- E. Tabulate the bids
- F. Develop a Recommendation of Award letter

TASK 7 – Construction Phase Services

- A. Participate in the pre-construction conference, take notes and distribute meeting minutes
- B. Review and respond to RFIs (approx. 12), Shop Drawing Submittals (two review cycles per submittal) and Proposed Change Orders (approx. 2)
- C. Attend Bi-weekly Construction Progress Meetings (virtual, except for meetings with concurrent site visits)
- D. Monthly Construction Observation Site Visits while the contractor is mobilized to site (approx. 8)
- E. Review & respond to contractor monthly pay applications with comparison to actual construction installation progress
- F. Conduct Substantial Completion walk through and prepare a punch list of outstanding items
- G. Conduct Final Completion walk through and update the punch list of outstanding items
- H. Review red-line drawings provided by the Contractor and issue updated As-Built design documents to the City for project record

III. ASSUMPTIONS and CLARIFICATIONS

- A. This proposal is valid for 60 days from the date of issue.
- B. City staff design review period will be for 2 weeks following issuance to the City.
- C. Building modification designs are not included.
- D. Construction phase services are expected to begin within 6 months from completion of the 100%/ IFB Design Services and to last a maximum of 16 months with 8 months mobilized to site.
- E. Contractor will be responsible for all permits.

IV. BUDGET

The services described herein will be performed on an actual cost, not to exceed time and material basis for the engineering fee of \$162,530.00.

V. PROJECT SCHEDULE

McKim & Creed will coordinate with the City to determine a mutually agreeable schedule. We anticipate completion of task 5 (100%/ IFB Design) within 24 weeks after receipt of work authorization.

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: G.3

Department	UTILITY	Amount	\$80,622.50
Division	WATER OPERATIONS	Org/Account #	54029088 063030 81019
Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC., FOR THE EVALUATION, LIMITED REHABILITATION, AND PUMP REPLACEMENT OF WELL SW-28			
Presenter: Brian Roche, Director of Utility, Peter Roussell, Deputy Director of Utility			
Attachments: 1. Resolution 2. Contract 3. Proposal			
Background: Council Priority: D. Sustainable Environment & Infrastructure SW-28 is a public water supply well that supplies raw water to Water Treatment Plant #1. This well has been identified to need limited rehabilitation because of a decrease in specific capacity and pump replacement. This well was originally constructed as screen filter packed into the confined surficial aquifer. Connect Consulting will provide hydrogeological services and engage a well driller to rehabilitate the well using hydrochloric acid and high-pressure jetting in combination with air lift inductor to redevelop the well and clean the accumulated calcium off the well screen. Under the existing contract RFSQ-SWE-25-15, staff negotiated a scope and fee not-to-exceed with Connect Consulting, Inc., for proposal project # 101.69 in the amount of \$80,622.50. Funds have been budgeted out of FY 2026 Utility Capital Projects-Renewal and Replacement for this work order. Source of Funds Worksheet Original Budget: \$2,183,000.00 Total Expended/Encumbered to Date: \$358,450.00 Pending Work Orders.Contracts: \$335,300.00 Current (WO/Contract): \$80,622.50 Balance: \$1,408,627.50			

Recommended Action:

**ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC.,
FOR THE EVALUATION, LIMITED REHABILITATION, AND PUMP REPLACEMENT OF WELL SW-28**

RESOLUTION 2026_____
EVALUATION, LIMITED REHAB, PUMP REPLACEMENT OF WELL SW-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC., FOR THE EVALUATION, LIGHT REHAB AND PUMP REPLACEMENT OF SW-28 WELL; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting Inc., has expressed a desire to provide evaluation, light rehab and pump replacement of well SW-28 for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a work order with Connect Consulting Inc., evaluation, light rehab and pump replacement of well SW-28; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 - Purchase and Contractual Services Sections, 2-26 – Approval Requirements - Subsection A., City Council desires to grant authority for the City Manager to enter into any necessary contracts including those that are equal to or exceed \$50,000.00 associated with the expenses related to the above-mentioned project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the workorder with Connect Consulting, Inc., evaluation, light rehab and pump replacement of well SW-28, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Project Agreements/Contracts for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to Project Agreements/Contracts on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” – Work Order Connect Consulting, Inc.

BPO Mgr. approved

DS
MR



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Connect Consulting, Inc.

Project Name: Professional Hydrogeological Services

Bid/Reference # RFSQ-SWE-25-15

Contract Type: Master Professional Services Agreement

Contract Value \$ Over \$50K

Resolution # 2025-44

City Council Approval Date: 03/18/2025

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 3 year

Renewable (Y/N): yes

If Yes, # and length of
renewals: 2 at one year each

City's Project Manager Alex Blake

Brief Description/Purpose:

Master Professional Service Agreement for professional hydrogeological services related to
water supply planning and development, Water and/or Consumptive Use Permitting,
monitoring data evaluation, permit compliance monitoring, etc.

Approvals:

Responsible Dept. Director Carl Cote

Date: Mar 24, 2025 | 5:54 AM PDT

Signed by: Helena Alves

Date: Mar 25, 2025 | 8:10 AM EDT

City Finance Helena Alves

Signed by: David S. Robertson

Date: Mar 25, 2025 | 10:28 AM EDT

City Attorney David S. Robertson

Signed by: Lauren Johnston

Date: Mar 25, 2025 | 11:39 AM EDT

Acting City Manager Lauren Johnston

Signed by: David S. Robertson

Vendor Name and Email Address: David S Robertson drobertson@cciwater.com



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.



Thank you.

Regards,
City of Palm Coast

Budget & Procurement Office





MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 25th day of March, 2025 ("Effective Date"), between CONNECT CONSULTING, INC. whose primary place of business is 1210 Emmel Road, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-SWE-25-15 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.
- B. Termination By CITY.**
- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
 - ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
 - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
 - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
 - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
 - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
 - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
 - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
7. **ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. **AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. **AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

E. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be

liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

David S. Robertson
Connect Consulting, Inc.
1210 Emmel Road
Lake Helen, Florida 32744

20. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY'S custodian of public records, provide CITY 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, F.S. or as otherwise provided by law; and
- iii. 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 SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all

public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

22. **SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. **SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. **WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By Lauren Johnston
17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: Mar 25, 2025 | 11:39 AM EDT

CONNECT CONSULTING, INC.

Signed by:
By David S Robertson
DE1EF32296304A6...

Print Name: David S Robertson

Title: President

Date: Mar 23, 2025 | 5:56 AM PDT

Exhibits

A - Work Order Template Form

B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chosed one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chosed one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chosed one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
5. **DESCRIPTION OF SERVICES** (chosed one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT:** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____

Print: _____

Title: _____

Date: _____

CITY APPROVAL

By: _____

Print Name: _____

Title: Assistant City Manager or Designee

Date: _____

BPO Use Only:

Req # _____

Requisition Creator _____

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B

Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. **Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.**

<u>Connect Consulting, Inc.</u> Name of Proposer	
<u>David S. Robertson, President</u> Name and Titles of Authorized Representative(s)	
 Signature(s)	
<u>1/15/2025</u> Printed Date	



North Florida Office
1210 Emmel Road
Lake Helen, FL 32744
Office: 386-473-7766
Cell: 561-866-0540
Email: d.robertson@cciwater.com

U.S. Department of Homeland Security's E-Verify Affidavit

I hereby certify that Connect Consulting, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Connect Consulting, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: David S. Robertson

Title: President

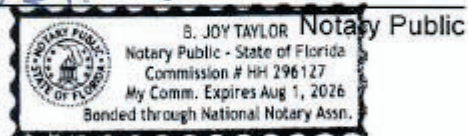
Date: 1/15/2025

STATE OF FLORIDA, COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence this 15 day of January, 2025 by David S. Robertson, President of Connect Consulting, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me.

[NOTARY SEAL]

B. J. Taylor



Name typed, printed, or stamped

My Commission Expires: Aug. 1 2026

1

North Florida Office - 1210 Emmel Road - Lake Helen, Florida 32744
South Florida Office - 1907 Commerce Lane, Ste. 104 - Jupiter, Florida 33458

FORM 7 – PUR 1355**FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Connect Consulting, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: David S. Robertson

Title: President

Signature: 

Date: 1/15/2025

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Volusia

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Connect Consulting, Inc. "Entity", hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date:

1/15/2025

Signed:

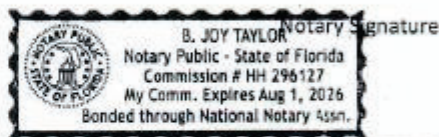
David S. Robertson

Entity: Connect Consulting, Inc.

Name: David S. Robertson

Title: President

Sworn to (or affirmed) and subscribed before me this 15 day of January, 2025, by B. J. J.



PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2024

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com														
License#: 6003745	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B : National Casualty Company</td> <td style="text-align: center;">11991</td> </tr> <tr> <td>INSURER C : Hartford Accident and Indemnity Company</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : National Casualty Company	11991	INSURER C : Hartford Accident and Indemnity Company	22357	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 841405871**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	52SBUNL0852	9/28/2024	9/28/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	52UEGHA1233	9/28/2024	9/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	52SBUNL0852	9/28/2024	9/28/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	52WEGPI3885	9/28/2024	9/28/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab: Claims Made			JEO0003004	9/28/2024	9/28/2025	\$2,000,000 Per Claim \$2,000,000 Aggregate

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

The certificate holder is an additional insured per the attached. The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
 Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER**CANCELLATION**

City of Palm Coast, Florida
 Attn: Dianne Torino
 160 Cypress Point Parkway, Ste. B106
 Palm Coast FL 32164-8436

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

 - (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 52 WEG PI3885

Endorsement Number:

Effective Date: 09/28/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: CONNECT CONSULTING INC
1210 EMMEL RD
LAKE HELEN FL 32744

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

BUSINESS LIABILITY COVERAGE FORM

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

BUSINESS LIABILITY COVERAGE FORM

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

BUSINESS LIABILITY COVERAGE FORM**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**RESOLUTION 2025-44
HYDROGEOLOGICAL SERVICES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE MASTER SERVICES AGREEMENT FOR HYDROGEOLOGICAL SERVICES WITH ARDAMAN & ASSOCIATES, INC. AND CONNECT CONSULTING, INC.: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ardaman & Associates, Inc., and Connect Consulting, Inc., desires to provide Hydrogeological Services for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires approve master services contracts for the above-mentioned services for the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreement with Ardaman & Associates, Inc., and Connect Consulting, Inc., as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

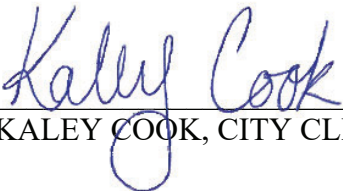
SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of March 2025.

ATTEST:


KALEY COOK, CITY CLERK

CITY OF PALM COAST


MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY


MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" – MSA Ardaman & Associates, Inc., and MSA Connect Consulting, Inc.



North Florida Office
1210 Emmel Road
Lake Helen, FL 32744
Telephone: 386-473-7766
E-mail: drobertson@cciwater.com

Water Resource Consultants

March 6, 2026

Donald Holcomb
Water Utility System Chief Operator
City of Palm Coast
4 Corporate Drive North
Palm Coast, FL 32137

**RE: Proposal – Public Water Supply Well SW-28
Evaluation, Limited Rehabilitation, and Pump Replacement**
CCI Project No.: 101.69

Figures

1. Well Location Map
2. Site and Wellhead Photographs

Tables

1. Well Construction Details
2. Pump Details

Appendix

- A. Cost Detail

Dear Mr. Holcomb:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to the City of Palm Coast (City) to evaluate, rehabilitate, and replace the pump for Public Water Supply (PWS) Well SW-28. Towards that end, CCI developed a scope of work to complete the project as requested by the City. Well SW-28 is located north of Westgale Place, Palm Coast, FL 32164 on Parcel ID 07-11-31-7027-00RP0-1510 as shown in **Figure 1** (note: all **Figures** are located after text). Site and wellhead photographs are shown in **Figure 2**.

Discussion

Well SW-28 is a Confined Surficial aquifer (CSA), screen and filter-packed well, originally constructed by Freeman Well Drillers in 1979. Well SW-28 was rebuilt in 2008/2009 due to age and declining yield as well as production of sand in the discharge. Well rehabilitation was performed on Well SW-28 in 2015 that improved the specific capacity from 7.0 gallons per minute per foot of drawdown (GPM/ft.) to 11.5 GPM/ft. The well construction details for Well SW-28 are listed in **Table 1**. Pump details are displayed in **Table 2**.

Table 1 – Well Construction Details

District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Interval (ft.)	Total Depth (ft.)	Source
105121	16	10	60	60-100	105	CSA

Notes: in. – inches ft. – feet CSA – Confined Surficial aquifer

Table 2 – Pump Details

Pump Make	Pump Model	Pump Column
Goulds	8RJLO-4	• 50 LF 6-inch steel t/c pump column

Notes: LF – linear feet t/c – threaded and coupled

The City informed CCI in February 2026 that Well SW-28 was not producing water during operation. CCI conducted a site visit and determined that the vertical turbine pump was damaged. The City requested CCI prepare a proposal to evaluate and replace the pump in Well SW-28 along with performing limited rehabilitation during the downtime. The following scope of work was developed with input from City personnel.

Scope of Work

Hydrogeologic Services:

Hydrogeologic services include the following tasks:

1. Provide project management.
2. Provide oversight during wellfield services.
3. Provide data collection.
4. Prepare and deliver final Technical Memorandum summarizing services provided.

Wellfield Services:

Wellfield services include the following tasks:

1. Mobilize equipment and personnel to the site to perform the scope of work.
2. Assist City to disconnect and lock out power supply.
3. Isolate the well from the raw water transmission system.
4. Remove vertical turbine pump, discharge head, and pump column. Field inspect pump. Dispose of pump, pump column, and discharge head.
5. Conduct a static and dynamic (pumping) video survey to inspect the well. Provide a digital copy to the City.
6. Gravity feed 110 gallons of 20° Baume (32%) Hydrochloric Acid (HCL) into well via a tremie line installed to the screened portion of the well.

- Control reaction. Allow well to react for 2-3 days after HCL is gravity fed into well.
7. Conduct straight airlift development of the well at total depth for up to two (2) hours.
 8. Install a test pump capable of producing up to 100 gallons per minute and develop the well at maximum sustainable rate as directed by Hydrogeologist for up to eight (8) hours. Collect and analyze field water quality and pumping water level data during development.
 9. Conduct a static and dynamic (pumping) video survey to inspect the well. Provide a digital copy to the City.
 10. Furnish and install a new 5 HP Franklin Electric submersible pump motor, new Grundfos model 90S50-4 submersible pump, 40 linear feet (LF) of new 4-inch Certa-Lok PVC drop pipe, 45 LF of new submersible pump motor power cable, 45 LF of new stainless-steel safety cable.
 11. Fabricate, furnish, and install one (1) new custom-fabricated stainless-steel discharge head.
 12. Reconnect power supply.
 13. Flow test the pump to bypass.
 14. Disinfect the well with sodium or calcium hypochlorite.
 15. Turn well over to the City for bacteriologic clearance.
 16. Remove right-angle drive unit, including aluminum enclosure, connecting rods, and diesel motor. Properly dispose of or deliver to City-approved storage location. Note: concrete pad for right-angle drive unit will be left in place.
 17. Clean up and restore the site.
 18. Demobilize equipment and secure site.

Cost and Schedule

We will complete the scope of work described above on a lump sum/fixed fee basis for \$80,622.50 as summarized in the cost detail included as **Appendix A**.

Time of Completion (from authorization): 90 Days

We appreciate the opportunity to assist the City with this project.

Please review this proposal and contact me with any questions.

Sincerely:

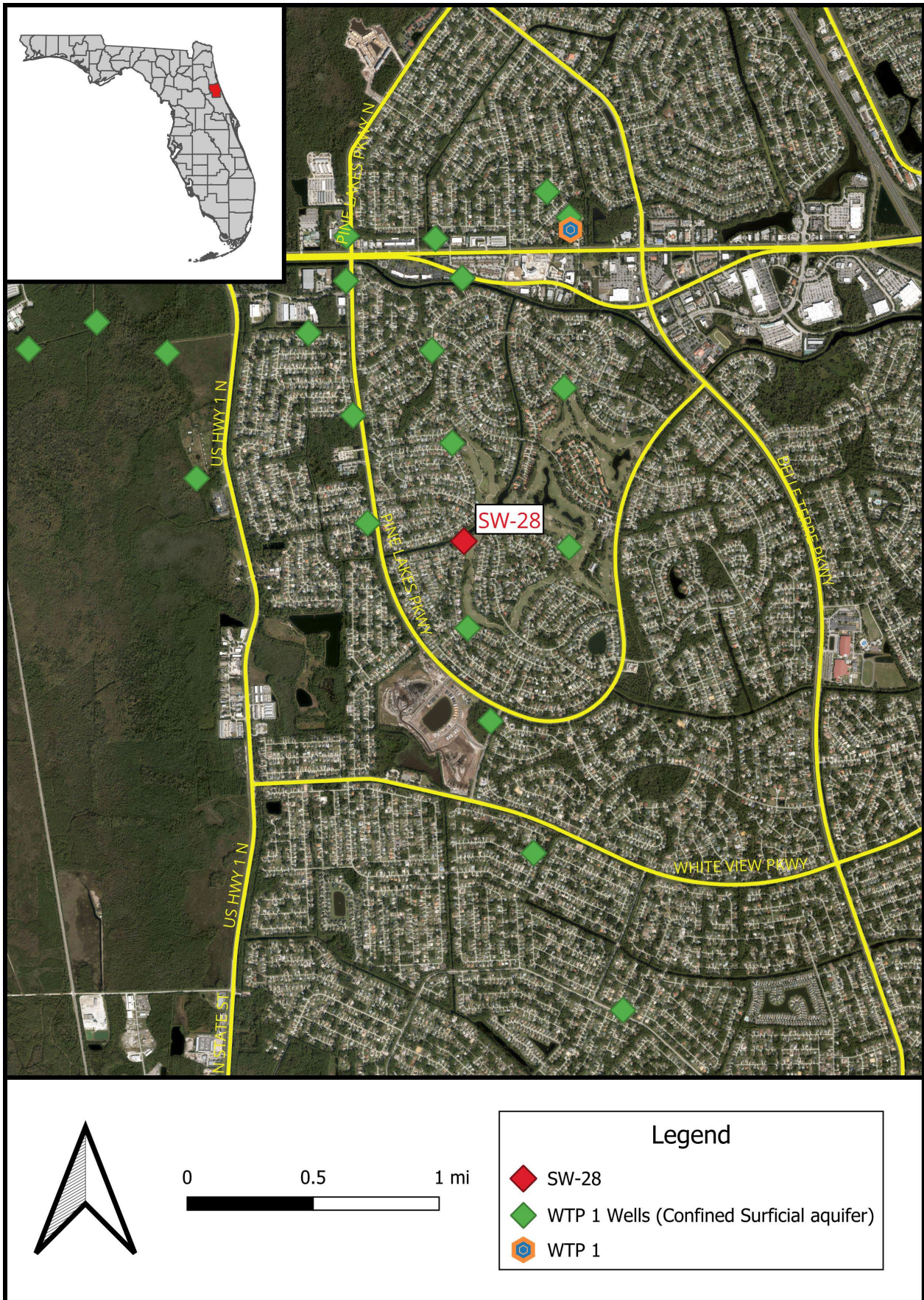
Connect Consulting, Inc.

David S. Robertson

David S. Robertson, P.G
Principal Hydrogeologist

Cc: Ryan Bellerive, Peter Roussel, Thomas Freeman, Samuel Adams

FIGURES





APPENDIX A COST DETAIL

	City of Palm Coast - SW-28 Evaluation-Rehab-Pump R&R Fee Detail				
	Hydrogeologic Services				
	Item Description	QTY	Unit	Unit Price	Total
1	Principal Hydrogeologist / Corporate Officer	8	HR	\$ 200.00	\$ 1,600.00
2	Project Manager / Sr. Hydrogeologist III	16	HR	\$ 180.00	\$ 2,880.00
3	Sr. Scientist/Hydrogeologist II	0	HR	\$ 160.00	\$ -
4	Sr. Scientist / Hydrogeologist I	16	HR	\$ 140.00	\$ 2,240.00
5	Geologist/Scientist/Hydrogeologist II	0	HR	\$ 120.00	\$ -
6	Geologist/Scientist/Hydrogeologist I	70	HR	\$ 110.00	\$ 7,700.00
7	Office / Administrative Support	2	HR	\$ 80.00	\$ 160.00
8	Expenses (Mileage, Equipment, Field Supplies, misc. disp.)	1	EA	\$ 1,500.00	\$ 1,500.00
9	Hydrogeologic Services Subtotal				\$ 16,080.00
10	Base Wellfield Services				
11	Mobilization & VTP Removal	1	EA	\$ 3,500.00	\$ 3,500.00
12	Pre-Rehab Static and Dynamic Video Survey	1	EA	\$ 2,900.00	\$ 2,900.00
13	Chemical Treament (110 gal. HCL)	1	EA	\$ 9,975.00	\$ 9,975.00
14	Airlift Well Development (2 Hrs.)	1	LF	\$ 1,200.00	\$ 1,200.00
15	Pumping Development (8 Hrs.)	1	EA	\$ 3,500.00	\$ 3,500.00
16	Post-Rehab Static & Dynamic Video	1	LF	\$ 2,900.00	\$ 2,900.00
17	Furnish & Install Sub. Pump, Motor and Discharge Head	1	LF	\$ 29,650.00	\$ 29,650.00
18	Well Disinfection	1	CY	\$ 850.00	\$ 850.00
19	Right Angle Drive Removal	1	LF	\$ 4,200.00	\$ 4,200.00
20	Optional/Alternative Wellfield Services				
21		0		\$ -	\$ -
22		0		\$ -	\$ -
23		0		\$ -	\$ -
24	Wellfield Services Subtotal				\$ 58,675.00
25	Optional Alternative Services Subtotal				\$ -
26	Wellfield Services Subtotal				\$ 58,675.00
27	Subcontractor Markup (10%)				\$ 5,867.50
28	Subcontracted Services Total				\$ 64,542.50
29	PROJECT TOTAL				\$ 80,622.50



City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: G.4

Department PUBLIC WORKS Division FLEET MANAGEMENT	Amount OVER \$50,000.00 Org/Account # 65010071-052000
Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT #080124 WITH FORD MOTOR COMPANY, WITH PURCHASES FACILITATED THROUGH GARY YEOMANS FORD, FOR THE PROCUREMENT OF OEM VEHICLE PARTS AND SUPPLIES ON AN AS-NEEDED BASIS	
Presenter: Matthew Mancill, Director of Public Works	
Attachments: 1. Resolution 2. Piggyback Contract	
Background: Council Priority: B. Safe and Reliable Services A significant portion of the City's fleet consists of Ford vehicles that require ongoing maintenance and repair. To ensure these assets remain operational and minimize downtime, the Fleet Division must have continued access to original equipment manufacturer (OEM) parts and supplies. Utilizing this cooperative contract will allow Fleet to purchase OEM replacement parts and supplies necessary to maintain Ford vehicles in a safe and reliable condition. Purchases made under this contract will be on an as-needed basis and funded through the approved Fleet maintenance budget. The Sourcewell contract term runs through November 14, 2028, with the option for three (3) additional one-year renewals, if exercised by Sourcewell. Due to the size and utilization of the City's Ford fleet, expenditures are anticipated to exceed \$50,000 over the life of the contract. This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.	

Source of Funds Worksheet

Original Budget: \$733,000.00

Total Expended/Encumbered to Date: \$678,158.76

Pending Work Orders.Contracts:

Current (WO/Contract):

Balance: \$54,841.24

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT #080124 WITH FORD MOTOR COMPANY, WITH PURCHASES FACILITATED THROUGH GARY YEOMANS FORD, FOR THE PROCUREMENT OF OEM VEHICLE PARTS AND SUPPLIES ON AN AS-NEEDED BASIS

**RESOLUTION 2026-
PIGGYBACK CONTRACT FOR FORD OEM PARTS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING SOURCEWELL CONTRACT #080124 WITH FORD MOTOR COMPANY FOR OEM VEHICLE PARTS AND SUPPLIES, WITH PURCHASES FACILITATED THROUGH GARY YEOMANS FORD; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ford Motor Company has expressed a desire to provide original equipment manufacturer (OEM) vehicle parts and supplies to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Sourcewell #080124 contract with Ford Motor Company for the procurement of OEM vehicle parts and supplies on an as-needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between Sourcewell and Ford Motor Company for OEM vehicle parts and supplies, with purchases facilitated through Gary Yeomans Ford, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Piggyback Agreement for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Piggyback Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Piggyback Contract Sourcewell Contract #080124 with Ford Motor Company



City Attorney Review

Signed by:

AB059FA5D9FD417...



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Ford Motor Company
 Bid/Contract Ref # OEM Vehicle Parts and Supplies #080124
 Agency Name: Sourcewell State of Minnesota
 Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- City Council Approval Date: _____
 Contract Term End Date 11/14/2028
 Renewable Y/N Yes If yes # and length of renewals: Three (3) Additional 1-Year Renewals
 City's Project Manager(s) Justin Jenkins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcewell State of Minnesota
Agreement for OEM Vehicle Parts and Supplies as needed.

Approvals:

Responsible Dept. Director _____	Date: _____
City Finance _____	Date: _____
City Attorney _____	Date: _____
City Manager _____	Date: _____



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ford Motor Company
Attn: Kevin Edwards
One American Road
Dearborn, MI 48216

RE: Engagement Letter Authorizing Piggyback

OEM Vehicle Parts and Supplies

Contract Name

Sourcewell State of Minnesota Master Agreement #080124

Contract Reference

Dear Kevin,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Shannon Nolan

Shannon Nolan

Procurement Coordinator

sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

FORD MOTOR COMPANY

Signed by:

By: Kevin Edwards

Print Name: Kevin Edwards

Title: ASST MGR.

Date: Apr 7, 2026 | 10:55 AM EDT



please recycle

palmcoastgov.com

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1) (a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY’s custodian of public records, provide CITY 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, F.S. or as otherwise provided by law; and
7. 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 SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. **Taxes**

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

SUPPLIER

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

Signed by:
By: Kevin Edwards
39A494B27E5461gnatory)
Print Name: Kevin Edwards

Title: ASST MGR.

Date: Apr 7, 2026 | 10:55 AM EDT

In Process

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

GARY YEOMANS FORD is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kevin Edwards

Title: ASST MGR.

Signed by:
Signature: Kevin Edwards
39A494B2B7FB4FE...

Date: Apr 7, 2026 | 10:55 AM EDT

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____

Signed: _____

Entity: _____

Name:

Title:

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2025, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____



MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: Ford Motor Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ford Motor Company, One American Road, Dearborn, MI 48216 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 14, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.
 - a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
 - i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
 - ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) Debarment and Suspension. Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

- 17) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment is invalid. Upon request by Supplier, Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

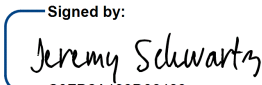
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

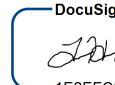
- 5) **Refurbished Goods.** All Equipment and Products provided under this Agreement must be new/current model. Supplier may offer refurbished Equipment or Products if clearly disclosed by Supplier to Participating Entity as required by state disclosure laws.
- 6) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 7) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 9) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Ford Motor Company

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

1/2/2025 | 2:54 PM CST
Date: _____

DocuSigned by:

By: 1E2EFC5700BA42D...
Travis Hunt
Title: General Manager, Ford Pro Parts & Service Transformation

1/2/2025 | 2:07 PM EST
Date: _____

RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

Company Name: Ford Motor Company

Does your company conduct business under any other name? If yes, please state: Ford Pro

Address: 1 American Road, Ford WHQ
Dearborn , MI 48126

Contact: Keith Abarca

Email: kabarca@ford.com

Phone: 925-351-5607

HST#: 38-0549190

Submission Details

Created On: Monday June 24, 2024 10:37:51

Submitted On: Thursday August 01, 2024 16:05:22

Submitted By: Keith Abarca

Email: kabarca@ford.com

Transaction #: 57a7489c-a156-48f3-9291-31ce89bdd232

Submitter's IP Address: 47.44.170.2

In Process

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ford Motor Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ford Pro	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3LQV7	*
5	Provide your NAICS code applicable to Solutions proposed.	811111	
6	Proposer Physical Address:	One American Road Dearborn, MI 48126	*
7	Proposer website address (or addresses):	ford.com; fordpro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Travis Hunt (General Manager-Ford Pro Parts & Service Transformation) 1907 Michigan Avenue Detroit, MI 48216 Thunt22@ford.com 703.859.0347	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Keith Abarca (Government Bid Manager) 1907 Michigan Avenue Detroit, MI 48216 Kabarca@ford.com 925.351.5607	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kevin Naro (Service Transformation and Technology Manager) 1907 Michigan Avenue Detroit, MI 48216 Knaro@ford.com 440.452.2257	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Ford Motor Company was incorporated in Delaware in 1919. We acquired the business of a Michigan company, also known as Ford Motor Company, "which had been incorporated in 1903" to produce and sell automobiles designed and engineered by Henry Ford. We are a global company based in Dearborn, Michigan. With about 177,000 employees worldwide, the Company is committed to helping build a better world, where every person is free to move and pursue their dreams. The Company's Ford+ plan for growth and value creation combines existing strengths, new capabilities, and always-on relationships with customers to enrich experiences for customers and deepen their loyalty. Ford develops and delivers innovative, must-have Ford trucks, sport utility vehicles, commercial vans and cars, and Lincoln luxury vehicles, along with connected services. The Company does that through three customer-centered business segments: Ford Blue, engineering iconic gas-powered and hybrid vehicles; Ford Model e, inventing breakthrough electric vehicles ("EVs") along with embedded software that defines always-on digital experiences for all customers; and Ford Pro, helping Government and Commercial fleet customers transform and expand their businesses with Ford vehicles, Ford OEM parts and Ford OEM services tailored to their needs. Additionally, the company provides financial services through Ford Motor Credit Company LLC ("Ford Credit"). In addition, the Ford F-Series is the best-selling vehicle in the United States for over 47 straight years. With the freshest car portfolio, Ford is well positioned in the global marketplace. Ford is America's leading vehicle nameplate, and has the best selling vehicle, truck, and van in America. Ford employs more workers in the U.S. than any other Vehicle OEM s. (177,000 employees worldwide)	*
12	What are your company's expectations in the event of an award?	Ford Motor Company's award expectation is to create new opportunities and cost saving contractual options for Government Fleet Vehicle Customers in the State, Local, Education and non-profit sector. Ford Motor Company's offerings include Ford OEM Parts, Motorcraft and Omnicraft parts, Rotunda equipment, training, Charging Solutions, Telematics and Fleet Management Software Solutions along with comprehensive. The award will improve the understanding and value of Ford products with Sourcewell members, as well as, improve awareness of Ford programs and services. This will reduce the time and effort associated with fleet purchasing activities. Sourcewell members will find the convenience and cost savings of a Ford/Sourcewell contract very appealing by making Sourcewell a preferred procurement method. Note: Ford Motor Company is currently a Sourcewell vendor (Contract# 101520-FMC) and increased purchases via the Sourcewell contract in 2023 by 64% YOY vs 2022.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached 2023 Financials. 2023 Revenue: \$176.2 Billion 2022 Revenue: \$158.1 Billion 2021 Revenue: \$136.3 Billion 2023 Vehicle Sales: 4.4 Million Vehicles Sold to dealers and distributors globally	*
14	What is your US market share for the solutions that you are proposing?	Ford Motor Company vehicles make up approximately 43% of passenger car registrations and about 50% of Class 1 & 2 truck registrations in the government fleet sector. From a wholesale parts perspective, government agency sales reported to Ford Motor Company make up a relatively small share of total parts wholesale (5%) [TRADE SECRET]	*
15	What is your Canadian market share for the solutions that you are proposing?	Ford currently captures 27.9% majority of the Canadian Market Share. Ford leads all OEMs in vehicle market share in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No bankruptcy proceeding and proudly Ford Motor Company did not ask for a Government Bailout in 2008.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Ford Motor Company is an original equipment manufacturer and service provider with 177,000 corporate employees worldwide. As a Ford OEM parts and Ford OEM service provider, Ford also has 2,900 franchised dealers and 459 Ford Authorized Distributor locations in all 50 states and U.S. territories. Per this RFP, SLED Government agencies will have access to 291,341 Ford OEM Parts SKUs that are sold only through our Ford Dealer Network. Per this RFP, SLED Government agencies will also have access to Ford OEM Service at all 2,900 Ford Dealerships in the US. Note: If a SLED Government agency needs to purchase Ford OEM Parts or needs Ford OEM Service, the government agency will need to coordinate with their local dealer (or local dealers). If a SLED Government agency requires a signature, the government agency will need to coordinate with their local Ford Dealer (or Ford dealers). In addition to the 177,000 worldwide Ford employees, the Ford network is made up of independently owned franchises. There are additional individuals working at dealers and distributors as independent employees of the respective dealer/distributor employer.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Ford Motor Company and subsidiaries operate across the globe in a variety of markets that require Ford to adhere to all locally mandated laws and regulations in order to do business. With regard to the territories covered by this RFP, Ford provides the same assurance that all local and Federal laws and/or regulations are being met in order to allow Ford to do business in the territories herein.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A - No past debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Ford Motor Company: A Commitment to Innovation, Community, and the Environment 1. Ford is the best-selling pickup truck manufacturer in the U.S. and globally. F-Series is the #1 best-selling truck for 47 years running in America and for 58 consecutive years in Canada. Ford plans to invest approximately \$3 billion to expand Super Duty production. 2. Innovation in Electric vehicles: The Ford F-150 lightening was recognized as the Top-Rated Electric Truck in the 2023 Edmunds Top Rated Award. The company aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. 3. Supporting Local Economies: Ford Motor Company was named among Diversity Inc's Top 50 companies for Diversity in 2023. Ford's Supplier Diversity Development Program supports minority-owned, women-owned, veteran-owned and other diverse businesses, promoting economic growth and innovation within local communities. 4. Ford invests in education through programs like Ford Next Generation Learning (Ford NGL), which partners with schools to prepare students for careers in rapidly changing world. These initiatives help create a skilled workforce and support economic development. 5. Ford received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife.	*
21	What percentage of your sales are to the governmental sector in the past three years.	55% of Ford Parts & Service Transactions were to Government Agency Fleets in the past 3 years.	*
22	What percentage of your sales are to the education sector in the past three years.	55% of all Ford Parts & Service Transactions were to Government Agency Fleets over the last 3 years. 8% of these government transactions were to school districts over the last 3 years.	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Ford Motor Company is currently a Sourcwell vendor for Contract# 101520-FMC. 2023 Annual Sourcwell Sales - \$4.4 Mil (or 63% YOY increase vs 2022) 2022 Annual Sourcwell Sales \$2.7 Mil 2023 Sourcwell Sales increased 64% YOY vs 2022 Sales.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ford currently holds a GSA contract for Light Duty Trucks. 2021 Contract Year - \$504,572,825.00 2022 Contract Year - \$690,504,040.00 2023 Contract Year - \$308,338,770 (drop in vehicle sales was due to extremely limited allocation). 2024 Contract Year (thru April 2024)- \$521,184,578.60	*
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Table 2A: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Dirk Aubuchon	213.486.1020	*
City of Virginia Beach	James Yost	757.385.6366	*
City of Palm Springs	Daniel Martinez	760.218.4237	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Ford Customer Service Division operates a world-class service organization of parts and service professional headquartered in Dearborn, Michigan. Ford operates 20 parts distribution centers, 21 regional field office locations, and five market area office locations. The regional and market area locations are strategically positioned across the United States and staffed by hundreds of automotive professionals. FCSD's technical, parts, and service support personnel provide support to over 2,900 Ford and Lincoln dealerships nationally and support 459 Ford Authorized Distributor locations nationally. The Fleet Service Operations (FSO) organization consists of approximately 87 team members dedicated strictly to fleet operational support in parts, service and technical related activities. The Fleet Service Operations Team supports over 11,400 Government and Commercial Fleets nationally.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Ford segments its dealers and distributors into sub categories based on their capabilities to service various customers with voluntary program enrollments. Particularly relevant to this solicitation is Ford's National Fleet Parts Pricing Program, Ford Pro Maintenance Program, and the Commercial Vehicle Centers. All the personnel in these sub-sets have specialized skill sets and knowledge that allows them to sell and service government and commercial fleet customer accounts. Ford Motor Company's network of Ford Dealers and Ford Authorized Distributors have access to a Ford parts universe that includes 291,341 SKUs. This ensures that all Ford Dealers and Ford Authorized Distributors have the parts necessary to repair ALL Ford Vehicles at a Government agency.	*
28	Service force.	Ford Motor Company's U.S based franchised Ford and Lincoln dealerships employed more than 30,000 automotive technicians operating in more than 50,000 repair shop service bays. Ford also has a network of Dealer owned Mobile service units from a growing number of dealers through out the U.S. to provide mobile service in the field to fleet customers. These mobile service vehicles will go to the Government Agency's locations to service their fleet vehicles.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Ford OEM Parts, Ford OEM Service and Rotunda Tools orders will be processed by the local dealer (or local dealers). If the Government Agency requires a signed contract, the government agency will need to coordinate with the local dealer (or local dealers) they choose to do business with. We have a network of 2,900+ dealers nationally that all government agencies can purchase from. In addition to the dealer network, Ford Motor Company also has 459 Ford Authorized Distributor locations nationally. Ford Pro Charging Solutions, Telematics Solutions and Fleet Management Software solutions will be serviced direct by our Ford Pro Team and pricing for these services is in the attached documents.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Ford's Fleet Service Organization (FSO) will work directly with participating dealerships for all aspects of customer service support on the awarded Sourcewell contract. The Government Bid Manager will be the main point of contact for Sourcewell staff. For day-to-day parts and service needs (parts pricing outside of non-participating NFPP dealers, order fulfillment, etc.) Sourcewell members should work with their respective selling dealers/distributors. These organizations have existing processes to provide assistance that escalated care. For customer service issues that require escalated care, Sourcewell members can also request assistance from the Fleet Customer Information Center (1.800.34.FLEET)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of 2,900 franchised Ford and Lincoln dealers, plus 459 Ford authorized distributors, we have a robust network to service all government agencies in the United States. We will extend all parts & service programs and services to Sourcewell members nationwide at current/existing program subscription costs if any.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	1) Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of franchised Ford and Lincoln dealers we also service Canada. Canada currently does not have a National Fleet Parts Pricing Program to offer a ceiling price model. Sourcewell members in Canada should work with their dealerships for their parts and service needs. 2) Ford Pro does have an offering for Charging and Software Solutions in Canda though. Please see the complete Charging and Software product list attached to include pricing.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable. Canada procurements are separate from the U.S. reporting	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. Canada Procurements are separate from the U.S.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Program details will vary in the U.S. Islands/Territories based on selling dealers participation and Ford Program availability. Fleet customers in Alaska and Hawaii orders will take extra time for delivery based on dealer shipping and availability.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Ford Motor Company will extend the same National Fleet Parts Pricing to all nonprofit entities. (These nonprofits will have access to 291,341 Ford Parts SKUs and be supported by 2,900 Ford Dealers or 459 Ford Authorized Distributors nationally.)	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded a Sourcewell contract, Ford will work with our communications team to distribute a press release announcing the award. The announcements will be released in various publications, electronic Newsletters and websites. Following the press release, and as described above, Ford will use a variety of techniques to market the Sourcewell contract to its dealers, distributors, and end-user fleets. Ford also anticipates that attendance at national/regional conferences, fleet trade publication advertising, and training/utilization of its sales force will be critical tactics to ensure the maintenance of this contract yields a return on investment.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ford is a leader in technology and digital based marketing. • Ford Digital spend includes: Search Engine Optimization efforts, Retargeting, Paid Online Display, Native advertising, and leverages major preferred partner relationships (Google, Facebook, YouTube). • Ford owned properties include www.Motorcraft.com, www.FordParts.com, www.fordpro.com • Ford Updates PIES/ACES data twice a year with: technical attributes, parts images, product attributes.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our view of Sourcewell's role is the following: 1. Assist Sourcewell members in explanation and direction on how to use the Sourcewell Contract. 2. Assist Ford Dealer personnel (2,900 dealers nationally) and Ford Authorized Distributors personnel (459 Distributor locations nationally) in explanation and direction on how to use the Sourcewell Contract. 3. Participate in trade shows to promote the Sourcewell Contract. 4. Assist Ford with training of the Ford Dealers on "How to sell through the Sourcewell Contract." 5. Provide opportunities for Ford products to be showcased to Sourcewell members. 6. Route leads and sales opportunities in regards to the contract to Ford staff. 7. Meet regularly with the Ford Management team to initiate and implement new strategies to promote the Sourcewell contract. (Example: Andy Campbell Director of Cooperative Contracts – Fleet collaborates with the Ford Management Team regularly which has increased Sourcewell Sales by 64% YOY.)
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	1) Franchised Ford Dealers utilize Fordparts.com for E-Procurement, cataloging and parts lookup. Ford Authorized Distributors utilize Motorcraft eCounter for the same services. 2) Fordparts.com and eCounter is FREE to all Government Fleets. 3) Sourcewell members should register and request sponsorship from the Ford Dealerships they choose to do business with. 4) Both tools can provide fleet customers with 24-7 online ordering to include exploded views and associated needed parts to complete the repair. 5) Parts pricing and inventory availability is transparent to the Sourcewell member based on the pricing that the dealer/distributor establishes with each Sourcewell member.

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	1) Fleet Technician Training- Fleets can purchase an annual subscription to technician training, tech publications, or both. Fleets can also earn Technical Resource Center (TRC) access through their parts purchases from Ford Certified Parts Wholesaling Dealerships. All Ford Fleet Programs and support elements can be found at www.fordpro.com. 2) Ford Pro also has a Field Team that can provide product and program training to all Government Fleets at no additional costs. The goal is to help fleets earn additional incentives based on purchases or provide additional cost savings to save the fleet money. Below are some examples of these programs that are available to Sourcewell Members. 3) Ford Fleet Network- Earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases. For Example, some Government and Commercial fleets earned up to \$200,000+ on this program in 2023. The Ford Fleet Network benefits also include: a) Powertrain Private Offer is an immediate, off invoice discount on powertrains for all fleet customers. The Government Fleet will receive \$500 off invoice discount on Diesel Engines, \$350 off invoice discount on Gas Engines, \$200 off invoice discount on transmissions - There is no purchase cap on this private offer to Government and Commercial Fleets. b) Rotunda Discount includes Integrated Diagnostic Software (IDS) Ford J2534 Diagnostic Software (FJDS) Ford Diagnostic & Repair System (FDRS) c) Dell Computer Discount that qualifies you for Employee Pricing on the latest Dell products and accessories d) HP Computer Discount which gives exclusive deals on Hewlett-Packard's top selling laptops, desk tops, tablets, printers and more. e) X-Plan Your membership gives you access to 2 X-Plan PINs per year where you can choose from a range of cars, trucks, vans and SUVs. f) Training Benefits which includes On-Site Technical Training, Publication and Training subscriptions and more 4) Fleet Care Consolidated Billing is Free of charge to participate. It provides fleet customers with a card-less, cashless solution for all parts, service and body shop transactions through the Ford Dealer and Quick Lane network. Fleet Parts Advantage-Through Ford's parts training programs all fleets have access to unique training and inventory management solutions allowing fleet parts departments to make better inventory investment decisions. This results more efficient fleet parts department.
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42	Describe any technological advances that your proposed Solutions offer.	Ford Motor Company employs advanced cooling technology in its vehicles to enhance performance and efficiency. Key features include: 1) Advanced Engine Cooling Systems: Utilizes variable-speed electric water pumps and aluminum radiators for optimal engine temperature management. 2) EcoBoost Engine Cooling: Specialized cooling systems designed for EcoBoost engines to maintain performance and fuel efficiency. 3) Transmission Cooling Systems: Dedicated coolers that regulate transmission temperatures, improving longevity and performance, especially in towing scenarios. 4) Air Conditioning Systems: Innovative climate control technology that adjusts cooling output for enhanced passenger comfort while improving energy efficiency. 5) Heat Exchangers: Used in turbocharged engines and electric vehicles to dissipate heat effectively, ensuring optimal operating temperatures. 6) Integrated Thermal Management Systems: Coordinates cooling across engine, transmission, and cabin for maximum efficiency, especially in hybrid and electric vehicles. 7) Electric Vehicle Cooling: Liquid cooling systems for batteries and motors in electric vehicles, maintaining optimal temperatures for performance and longevity. Keeping Cool with Geothermal Cooling System – The Lima (Ohio) Engine Plant, home of production for Ford's award-winning Duratec 35 engine, uses cold water from two abandoned limestone quarries on the property to cool a portion of the plant and its equipment. The geothermal system saved Ford \$300,000 in installation costs – compared with the cost of installing a traditional cooling tower – and saved more than \$300,000 in annual operating costs. Although actual cost savings are difficult to determine at this point, the system is capable of providing chilled water using 0.1 kilowatts per ton of cooling vs. traditional chiller systems with cooling towers, which consume around 0.7 kw/ton or more. In addition, several hundred thousand gallons of domestic water have already been saved due to the elimination of some existing cooling towers. 8) Ford continues to advance in all areas of automotive technology. OE Connection/D2Dlink and its family of products provide comprehensive 24-7, nationwide access to inventories from participating dealers nationally to include parts and tire distributors. OEConnection solutions aggregates the inventories of more than 14,000 automotive and heavy-duty truck dealerships, authorized OEM distributors, and specialty tire and parts accessories distributors into an intelligent, easy-to-manage and access. The OEM-specific virtual parts warehouse carries over 50 million OEM parts. These secure, scalable virtual warehouses supplement existing OEM parts distribution facilities helping participating franchised dealers quickly and efficiently source in-demand parts.
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Ford's sustainability strategy is embedded in our business plan and consistent with our aim to deliver a strong product, a strong business and a Better World. At Ford, we define sustainability as a business model that creates value consistent with the long-term preservation and enhancement of environmental, social and financial capital. Below are some green initiatives and the certifying agency: 1) Electrification of Vehicle Lineup Description: Ford is heavily investing in electric vehicle (EV) technology, including the launch of models like the Mustang Mach-E and the F-150 Lightning. Ford is taking action to achieve carbon neutrality no later than 2050, and in Europe, no later than 2035, focusing on our vehicles, our operations and our supply chain. Certifying Agency: The U.S. Environmental Protection Agency (EPA) for emissions standards and electric vehicle efficiency ratings 2) Carbon Neutrality Commitment Description: Ford has pledged to achieve carbon neutrality globally by 2050, including reducing CO2 emissions from its products and manufacturing operations. Ford Motor Company's actions to cut emissions, mitigate climate risks and contribute to development of the low-carbon economy have earned it a place on CDP's Climate “A List” for climate change. Ford aspires to power all its manufacturing plants globally with 100-percent renewable energy by 2035 Certifying Agency: The Science Based Targets initiative (SBTi) for setting and validating science-based targets for emissions reductions. 3) Sustainable Materials in Vehicle Production Description: Ford has introduced sustainable materials in its vehicles, such as plant-based materials and recycled plastics. Ford plans to power all its manufacturing plants globally with 100 percent renewable energy by 2035. Ford is among the first U.S. automakers to bring our global supply chain to Manufacture 2030 to help our suppliers meet their carbon reduction targets, and is a leader in our industry in supply chain mapping and auditing. Certifying Agency: Underwriters Laboratories (UL) for sustainable product certifications. 4) Water Conservation Efforts Description: Ford is focused on reducing water usage in its manufacturing processes. Ford has been recognized by the Carbon Disclosure Project (CDP), a leading global environmental non-profit. Since 2000, Ford has achieved a 76.2% reduction in absolute freshwater use, accounting for a cumulative 186.3 billion gallons of water saved. In 2022, Ford used 22 percent less water globally, the equivalent of providing a year's worth of water to 1.7 million homes. Certifying Agency: Alliance for Water Stewardship (AWS) certification for sustainable water management practices. 5) World's Largest Green Roof Ford's Dearborn Truck Plant has the World's Largest Living Roof, according to Guinness World Records. The 10.4-acre living roof is part of Ford's redevelopment of the Ford Rouge Center, which includes a number of progressive environmental initiatives. The roof is composed of a drought-resistant perennial groundcover called sedum which is planted into a specially layered bed. Virtually maintenance-free, it can absorb up to 4 million gallons of rainwater annually and is part of a broader storm-water management system installed at the Rouge. In addition to absorbing rainwater and carbon dioxide, the sedum roof produces oxygen and provides natural overhead insulation for the final assembly building, thereby reducing energy costs. It also is expected to last twice as long as a traditionally constructed roof.
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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ford Motor Company received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is also modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife. The company also aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. Below are some third-party issued eco-labels: 1) ISO 14001 Certification Description: This certification is awarded for effective environmental management systems (EMS) that help organizations improve their environmental performance. Ford has implemented ISO 14001 across its manufacturing facilities to ensure compliance with environmental standards. 2) EPA Energy Star Certification Description: Ford has received Energy Star certification for some of its manufacturing plants, recognizing energy-efficient practices that significantly reduce energy consumption and greenhouse gas emissions. 3) LEED Certification Description: Ford facilities have achieved Leadership in Energy and Environmental Design (LEED) certification, which signifies environmentally friendly building practices and efficient energy use. 4) Green Vehicle Certification by the Environmental Protection Agency (EPA) Description: Certain Ford vehicles, especially hybrids and electric models, have received recognition from the EPA for their low emissions and energy-efficient technologies. 5) SBTi (Science Based Targets initiative) Approval Description: SBTi endorses two new Ford interim carbon-neutrality targets for substantial reductions in greenhouse gas emissions from operations and products by 2035
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	"A unique service is our FORD Pro Maintenance Program. Ford Pro Maintenance provides consistent maintenance and light repair pricing for Ford, Lincoln, and Mercury vehicles managed by participating Government & Commercial Fleet customers. We have over 700 participating Ford & Quick Lane Dealers nationwide and growing. There is a small set up fee cost to Government & Commercial Fleet customers. The program also provides a savings of capital benefit where Ford manages the consolidated billing. .PROGRAM DETAILS The program establishes competitive fleet pricing including: 0 A not-to-exceed national price for 12 maintenance and light repair services. 0 22 non pre-priced maintenance and light repair services are priced at Regional/ Metro .Labor Rate using Mitchell's Flat Rates and parts priced at Dealer List Price. Motorcraft offers a comprehensive array of unique products to help keep fleet vehicles on the road. Most Motorcraft parts are the same parts that came with the Ford or Lincoln vehicle when built. Because our parts are designed for the vehicles they were originally built for, they fit perfectly. Technicians will not spend extra time making them fit. All Motorcraft brake pads and shoes are tested on the road, in real life conditions, to meet Federal Motor Vehicle Safety Standards (FMVSS). Fleet Parts Advantage offers fleets a unique training and inventory management solution, allowing fleet parts departments to make better inventory investment decisions. This product is available at an additional cost established by ADMI. Ford offers Omnicraft as a new addition to its parts platform. Omnicraft provides quality aftermarket parts for non-Ford/Lincoln vehicles at a great cost savings."

Table 5A: Value-Added Attributes (Not Scored)

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	Though Ford is not a MWBE or Small Business, Diversity and Inclusion is very important to Ford. 245 Dealers Nationally are MWBE. (See attached MWBE Ford Owned Dealers. More details can be provided upon request.)
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE owned.
48		Women Business Enterprise (WBE)	☐ Yes ☒ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE Owned.
49		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	NA
50		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	NA
51		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	NA
52		Small Business Enterprise (SBE)	☐ Yes ☒ No	NA
53		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	NA
54		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	NA

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms will be by the selling Ford or Lincoln dealer. All Ford OEM Parts & Ford OEM Service transactions are between the local Ford Dealer (or local Ford Dealers) and the Government agency. Sourcewell Member Agencies that are enrolled in the Ford Fleet Care Consolidated Billing Program will receive Net 30 payment terms. (All fleets must be pre-approved by the Ford Fleet Care Team for this program.)	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Ford Pro offers Municipal Lease/Purchase Financing from Ford Pro FinSimple™* which is the best way to acquire essential equipment with a limited budget. It eliminates major cash outlays, long-term debt obligations and, in most cases, the need for voter approval. Example of how it works: • Fixed-rate financing helps you get the vehicles you need when you need them, while sticking to your current budget • Flexible repayment terms – monthly, quarterly, semi-annual and annual • Finance add-on equipment, upfits and extended-warranty plans • Equity is accumulated with each payment, and ownership is realized with a final payment of \$1	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All transactions for Ford OEM Parts and Ford OEM Service are between the Ford dealer and the government agency. If any documents are required the dealer will provide to include any additional terms and conditions. If a government agency requires a signature, the government will coordinate with the local Ford Dealer (or Ford Dealers) they choose to do business with.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Individual Ford Franchise Dealers may choose to elect to accept P- card as a form of payment. Sourcewell members can also elect to enroll in Ford Fleet Care for consolidated Billing options direct from Ford. (Example: A government agency can purchase Ford OEM Parts from 10 dealers and receive one monthly parts statement from Ford vs 10 monthly statements from 10 dealers. Fleets need to be preapproved to be eligible for this program.)	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	1) The Sourcewell discounted price for eligible Ford OEM & Motorcraft Parts in this RFP is at National Fleet Parts Pricing at participating Ford Dealerships nationally. National Fleet Parts Pricing Offers: • “Not to Exceed” parts pricing on eligible Ford and Motorcraft® mechanical parts and Ford collision parts* • A network of Ford and Lincoln Dealers across the U.S. for both in-house and in-dealership repairs • Peace of mind in knowing your fleet vehicles will receive competitive pricing* at any participating NFPP Dealer • Access to easy NFPP Dealer locator tools • Access to online parts purchases through Parts.Ford.com National Fleet Parts pricing for all Ford eligible parts is included in the attachments by SKU. Total Ford eligible SKUs for this Sourcewell OEM Parts and Supplies RFP is approximately 291,341 SKUs. 2) Ford Pro Maintenance Pricing at participating Ford & Lincoln dealerships nationally. This program offers Transparent and Consistent Pricing on 12 Fleet Maintenance Services. (See Ford Pro Maintenance Attachment) Air Conditioning Service Air Filter Replacement Alignment Automatic Transmission Battery and Electrical System Brake Service Cooling System Lube, Oil, Filter PID and Y-Harness Installation Tire Services Wheel Bearing Repack Windshield Wipers 3) Ford Pro Charging Solutions (See attachments for pricing) 4) Ford Pro Telematics & Fleet Management Software Solutions (See attachments for pricing)	*

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Fleet Parts Pricing Program provides a "Not to Exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets. (Discount up to 36% off)	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Individually enrolled Sourcewell members participating in the Ford Fleet Network Incentive Program have the ability to earn up to an 8% earn back on all purchases during a program period based on their total purchases during that program period. FFN enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases."	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Ford franchise dealers may at their discretion seek to source out Open Market items and services in support of local Sourcewell agencies. Ford also offers Omnicraft branded parts for non Ford and Lincoln vehicles through the Ford Dealership network. (Example: Parts for GM vehicles or Toyota Vehicles)	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Selling dealers can provide purchase and accounts payable information. Ford Fleet Service Operations monitors parts sales through our internal reporting system for members month to date and year to date purchases. Member fleets enrolled in the Ford Fleet Network Program have dashboard access 24/7 to their parts purchase information. Government and Commercial Fleets that are approved for Ford Fleet Care will also have access to customized online business reports that provide historical purchases to include: • Cardless/Cashless Convenience • Reduced Administration and Cost • Controlled Spending Limits • No Enrollment Fees • All-Make Billing Solution	
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Depending on the level of enrollment there may be additional cost for on hand technical training, electronic parts cataloging subscriptions and other subscription based products and services.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are some very remote locations in Alaska and western states where freight charges do apply for Ford Remanufactured powertrain.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are some very remote locations in Alaska and western states where freight charges do apply. Dealers/distributors should be contacted for questions related to shipping, delivery and exchange policies."	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ford Powertrain Distributor Network provides National distribution of Ford Authorized Remanufactured Assemblies throughout the U.S. In most cases, in stock assemblies can be delivered same day or next day depending if stock is on hand.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our self-audit process is as following: 1) FSO representatives use eReact reporting for invoices with "Sourcewell/NJPA" in the customer Name" invoice field. 2) Unless otherwise determined, FSO representative will assume all parts sales to those member agencies specifically identified by "Sourcewell/NJPA" in the customer Name field as contract sales. Reasonable discretion will be given to FSO representative to determine percentages of contract sales in high volume cases where it is suspect that dealer/distributor made potential data entry or other reporting errors. 3) FCSD will regularly communicate with field sales representatives and managers to monitor eReact reports to ensure sales are reported appropriately and accurately.	*

69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Ford Dealers and Field personnel will track all Parts and Service sales reports for Sourcewell contract purchases through their individual Dealer management systems. • There will be business reviews with dealerships and Fleets to make sure they are maximizing the Sourcewell contract. • Monitoring of Monthly sales for Sourcewell contract through Ford's UDB EReact internal reporting system • Consultative follow up activities to increase visibility of the Sourcewell contract.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ford Motor Company proposes to pay 1.5% on all eligible Sourcewell contract sales through all participating franchised Ford Dealerships and FADS in the U.S. each quarter. (This includes 291,341 Ford SKUs to include engine, transmission and collision parts. Sourcewell Contact# 101520-FMC purchases by Govt Agencies in 2024 was \$4.4 Mil or a 64% increase in 2024 vs 2023.)	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing provided via the price file attachment reflects MSRP and Ford National Fleet Parts Pricing (NFPP). The NFPP price is a not to exceed ceiling price on eligible parts offered at participating NFPP Ford dealerships across the U.S. National Fleet Parts Pricing is the BEST price offered to all Government and Commercial Fleets. National Fleet Parts Pricing provides consistent pricing for all eligible parts to include ALL Collision Parts. National Fleet Parts Pricing for All Collision parts is a NEW add in 2024 and allows government and commercial fleets to purchase collision parts at a discount. This allows Police Fleets that have Ford vehicles to purchase collision parts at a discount.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
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72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Ford Motor Company makes the following solutions available through our RFP response: 1) Genuine Ford Original Equipment Parts and Authorized Motorcraft Original Equipment parts - The ONLY parts approved by Ford Motor Company for all Ford & Lincoln vehicles. These are the same Original Equipment parts on all Ford Vehicles when they roll off the assembly line. (See attached documents for a list of all SKUs) Note: The 291,341 SKUs sold by our Ford Dealers will be available to Sourcewell Members. All Sourcewell members will need to coordinate with their local dealer (or local dealers) to purchase these parts. All Parts Sales & Repair services are only sold through our dealer channel. 2) Motorcraft Oil, Automatic Transmission Fluid & Lubricants 3) Ford & Lincoln dealer repair services at Ford & Lincoln dealerships. 4) Quick Lane tire & auto care services 5) Ford Pro Maintenance Fleet Program - Transparent and Consistent Fleet Menu Pricing. 6) Ford National Fleet Parts Pricing program - "Not to Exceed" parts pricing on Ford and Motorcraft® mechanical parts and Ford collision parts 7) Ford Fleet Care - Consolidated Billing Program for Government and Commercial fleets that do business with multiple dealerships nationally. The Government & Commercial fleets receive 1 Monthly Parts Statement from Ford Motor Company. (Fleets need to be preapproved to participate) 8) Third-party collaboration for vendor managed inventory 9) Parts inventory management training 10) Ford Rotunda diagnostic tools & equipment 11) Ford Pro hardware & software charging solutions 12) Ford Pro intelligence & fleet management software solutions 13) Ford Fleet Network parts purchase incentive program - Participating fleets can earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases.
73	Identify the vehicle makes for which your offered parts are considered OEM.	Ford OEM Parts & Motorcraft Parts are the only parts Designed and Engineered by Ford Motor Company for all Ford & Lincoln vehicles. (Includes parts for all Ford F-Series Trucks, all Ford Transit Vans, All Police Interceptor vehicles and Ford passenger vehicles purchased by government agencies.)
74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	Ford Motor Company manufactures vehicles that have gas engines, EcoBoost Engines, Diesel Engines, hybrid engines, CNG/Propane engines and electric motors for electric vehicles. Ford Engines and transmissions have assigned part numbers and are available for purchase by Sourcewell Members. (Ford Parts Universe - 291,341 SKUs)
75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	1) Fordparts.com- provides free access to Ford parts catalogs and Ford parts ordering for all government fleets. 2) Technical Resource Center - Access to technical publications Ford Technical Training and Publication subscriptions are available on an annual subscription basis or can be provided through a Ford Certified Wholesaling Dealership. Based on purchase volumes, this tool is available to government fleets / Sourcewell members.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) Ford Motor Company offers access to the Ford Pro Maintenance Pricing Program for all Sourcewell member government agencies. This fleet maintenance program is transparent and consistent national menu pricing for 12 maintenance services nationally. This program is only available at participating Ford Pro Maintenance dealerships. (1,200+ participating dealers nationally) 2) Maintenance Tools and Equipment through the Ford Rotunda program which are the same tools used by all Ford Dealership Technicians. (Example: Scan tools to diagnose vehicles, vehicle lifts to repair vehicles, Technician Tool Kits, Collision Repair Equipment, Wheel Balancers, Electrical Vehicle Tools, etc.) 3) Omnicraft Competitive Aftermarket Parts are parts for all competitive make vehicles. (Example: General Motor vehicles, Toyota Vehicles, Chrysler Vehicles, Dodge Vehicles, Jeep Vehicles, Ram Vehicles) 4) Ford Motorcraft Bulk Oil & Automatic Transmission Fluid, the same Ford lubricant product used for all oil changes at all Ford Dealerships. 5) Ford Quick Lane Tire & Auto Service Centers - Your go to place for routine auto maintenance, oil changes, and new tires for all vehicle makes and models. (800 locations nationally) 6) Ford Fleet Care, which is Ford's centralized billing program for fleets with multiple locations regionally or nationally. The fleet receives one monthly parts statement from Ford Motor Company for all parts and service purchased at all 3,000 Ford dealerships nationally. (The fleet needs to be pre-approved by our Ford Fleet Care Team) 7) Ford & Lincoln Authorized Ford Pro Charging Solutions - Includes electric vehicle home charging solutions and depot charging solutions so fleets can charge multiple vehicles. 8) Ford Pro Telematics and Fleet Management Software solutions- Includes real-time fleet GPS tracking, EV & gas vehicle health, fuel efficiency, driver behaviors and more.
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Table 88: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Automobile OEM Parts	☒ Yes ☐ No	The only Ford OEM parts authorized by Ford Motor Company for Ford & Lincoln vehicles. These parts are only sold at Ford Dealerships (2,900+ locations nationally) and Ford Authorized Distributors (459 locations nationally)	*
78	SUV OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford & Lincoln SUVs to include Police Interceptors purchased by government agencies. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
79	Van OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford Transit Vans. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
80	Light Truck OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford light trucks. (Example: Ford Maverick, Ford Ranger) These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
81	Class 3-8 Chassis and equipment OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford F-350, 450, 550, 650, 750 trucks. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
82	Bus OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for a Ford Bus Chassis. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	
83	Motorcycles OEM Parts	☐ Yes ☒ No	NA	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Final Price File - NFPP - Sourcewell 8.1.2024.xlsx - Thursday August 01, 2024 14:30:23
 - [Financial Strength and Stability](#) - 2023-Ford-Annual-Report.pdf - Wednesday July 31, 2024 03:08:34
 - [Marketing Plan/Samples](#) - Example of Sourcewell Marketing and Ford Dealer Training Material.pdf - Thursday August 01, 2024 12:59:54
 - [WMBE/MBE/SBE or Related Certificates](#) - MWBE Ford Owned Dealers.pdf - Thursday August 01, 2024 12:39:53
 - [Standard Transaction Document Samples](#) - Standard Transaction Document - Ford Motor Co..pdf - Thursday August 01, 2024 15:29:22
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Ford Information for Sourcewell- Awards, Sustainability, Programs.pdf - Thursday August 01, 2024 15:14:19

In Process

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Keith Abarca, National Government Bid Manager (Parts & Service), Ford Motor Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	☒	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	☒	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	☒	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	☒	1



Ford #080124-FMC

Pricing for contract #080124-FMC offers Sourcewell participating agencies the following discounts:

- National Fleet Parts Pricing Program provides a "not to exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets.
- Sourcewell members registered in the Ford Pro Parts Loyalty Rewards (PLR) Incentive Program can potentially earn up to 6% back during a program period. PLR enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases.

In Process



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Ford Motor Company
Bid/Contract Ref # OEM Vehicle Parts and Supplies #080124
Agency Name: Sourcwell State of Minnesota
Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- City Council Approval Date: _____
Contract Term End Date 11/14/2028
Renewable Y/N Yes If yes # and length of renewals: Three (3) Additional 1-Year Renewals
City's Project Manager(s) Justin Jenkins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcwell State of Minnesota
Agreement for OEM Vehicle Parts and Supplies as needed.

Approvals:

Responsible Dept. Director _____	Date: _____
City Finance _____	Date: _____
City Attorney _____	Date: _____
City Manager _____	Date: _____

Docusign Envelope ID: 979DD5E3-0304-492B-BC22-A048AA2AD7BC



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ford Motor Company
Attn: Kevin Edwards
One American Road
Dearborn, MI 48216

RE: Engagement Letter Authorizing Piggyback

OEM Vehicle Parts and Supplies

Contract Name

Sourcwell State of Minnesota Master Agreement #080124

Contract Reference

Dear Kevin,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Shannon Nolan

Shannon Nolan

Procurement Coordinator

sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

FORD MOTOR COMPANY

GARY YEOMANS FORD

By: _____

By: _____

(Authorized Signature)

Print Name: KEVIN EDWARDS

Print Name: Michael McGlothlin

Title: _____

ASST. MGR

Title: City Manager

Date: 4/06/2026

Date: _____



Docusign Envelope ID: 979DD5E3-0304-492B-BC22-A048AA2AD7BC

10. Sovereign Immunity

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

SUPPLIER

By:

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

GARY YEOMANSFORD

By: _____
(Authorized Signatory)

Print Name: KEVIN EDWARDS

Title: ASST. MGR

Date: 04/06/2026

In Process

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

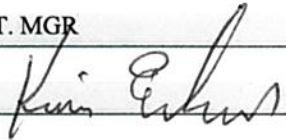
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: KEVIN EDWARDS

Title: ASST. MGR

Signature: 

Date: 04/06/2026

My Commission Expires: 10-23-2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of VOLUSIA

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____ Signed: _____

Entity: _____

Name: _____

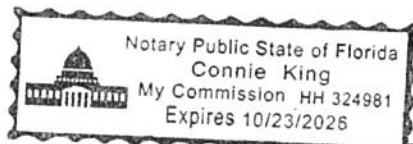
Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

Notary Signature

Connie King

PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known _____

OR Produced Identification ☒

Type of Identification Produced _____

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that GARY YEOMANS FORD [insert contractor company name]
does not employ, contract with, or subcontract with an unauthorized alien, and is
otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired have had their work authorization status verified through the E-
Verify system.

A true and correct copy of GARY YEOMANS FORD [insert contractor company
name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: KEVIN EDWARDS

Title: ASST MGR.

Date: 04/06/2026

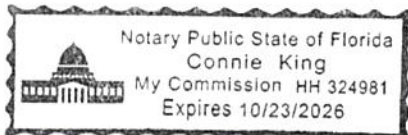
STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 20__ by

[name of officer or agent, title of officer or
agent] of _____ [name of contractor company
acknowledging], a _____ [state or place of incorporation] corporation, on behalf of the
corporation. He/she is personally known to me or has produced
_____ [type of identification] as identification.

[Notary Seal]



Connie King
Notary Public

Connie King
Name typed, printed or stamped

My Commission Expires: 10-23-26



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Ford Motor Company
Bid/Contract Ref # OEM Vehicle Parts and Supplies #080124
Agency Name: Sourcwell State of Minnesota
Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- City Council Approval Date: _____
Contract Term End Date 11/14/2028
Renewable Y/N Yes If yes # and length of renewals: Three (3) Additional 1-Year Renewals
City's Project Manager(s) Justin Jenkins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcwell State of Minnesota
Agreement for OEM Vehicle Parts and Supplies as needed.

Approvals:

Responsible Dept. Director _____	Date: _____
City Finance _____	Date: _____
City Attorney _____	Date: _____
City Manager _____	Date: _____

Docusign Envelope ID: 979DD5E3-0304-492B-BC22-A048AA2AD7BC



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ford Motor Company
Attn: Kevin Edwards
One American Road
Dearborn, MI 48216

RE: Engagement Letter Authorizing Piggyback

OEM Vehicle Parts and Supplies

Contract Name

Sourcwell State of Minnesota Master Agreement #080124

Contract Reference

Dear Kevin,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

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Please feel free to contact me at the email address below if you have any questions.

Regards,

Shannon Nolan

Shannon Nolan

Procurement Coordinator

sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

FORD MOTOR COMPANY

GARY YEOMANS FORD

By: _____

By: _____

(Authorized Signature)

Print Name: KEVIN EDWARDS

Print Name: Michael McGlothlin

Title: _____

ASST. MGR

Title: City Manager

Date: 4/06/2026

Date: _____



10. Sovereign Immunity

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

SUPPLIER

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

GARY YEOMANSFORD
By: _____
(Authorized Signatory)

Print Name: KEVIN EDWARDS

Title: ASST. MGR

Date: 04/06/2026

In Process

FORM 7 – PUR 1355

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(PUR 1355)**

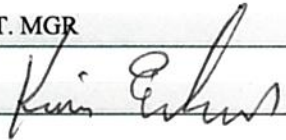
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Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: KEVIN EDWARDS

Title: ASST. MGR

Signature: 

Date: 04/06/2026

My Commission Expires: 10-23-2026

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State of FLORIDA

County of VOLUSIA

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____ Signed: _____

Entity: _____

Name: _____

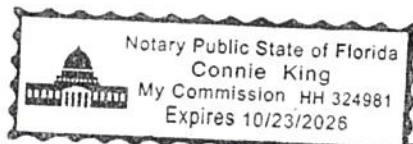
Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

Notary Signature

Connie King

PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known _____

OR Produced Identification ☒

Type of Identification Produced _____

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that GARY YEOMANS FORD [insert contractor company name]
does not employ, contract with, or subcontract with an unauthorized alien, and is
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All employees hired have had their work authorization status verified through the E-Verify system.

A true and correct copy of GARY YEOMANS FORD [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

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Title: ASST MGR.

Date: 04/06/2026

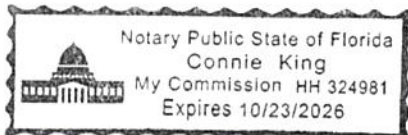
STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 20__ by

[name of officer or agent, title of officer or agent] of _____ [name of contractor company acknowledging], a _____ [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

[Notary Seal]



Connie King
Notary Public

Connie King
Name typed, printed or stamped

My Commission Expires: 10-23-26



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Ford Motor Company
Bid/Contract Ref # OEM Vehicle Parts and Supplies #080124
Agency Name: Sourcwell State of Minnesota
Contract Type: Piggyback

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Brief Description/Purpose:

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Agreement for OEM Vehicle Parts and Supplies as needed.

Approvals:

Responsible Dept. Director _____	Date: _____
City Finance _____	Date: _____
City Attorney _____	Date: _____
City Manager _____	Date: _____

Docusign Envelope ID: 979DD5E3-0304-492B-BC22-A048AA2AD7BC



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ford Motor Company
Attn: Kevin Edwards
One American Road
Dearborn, MI 48216

RE: Engagement Letter Authorizing Piggyback

OEM Vehicle Parts and Supplies

Contract Name

Sourcwell State of Minnesota Master Agreement #080124

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Shannon Nolan

Procurement Coordinator

sknolan@palmcoastgov.com

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GARY YEOMANS FORD

By: _____

By: _____

(Authorized Signature)

Print Name: KEVIN EDWARDS

Print Name: Michael McGlothlin

Title: _____

ASST. MGR

Title: City Manager

Date: 4/06/2026

Date: _____



Docusign Envelope ID: 979DD5E3-0304-492B-BC22-A048AA2AD7BC

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CITY OF PALM COAST

SUPPLIER

By:

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

GARY YEOMANSFORD

By: _____
(Authorized Signatory)

Print Name: KEVIN EDWARDS

Title: ASST. MGR

Date: 04/06/2026

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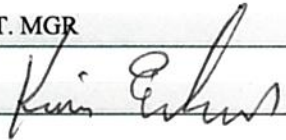
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Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: KEVIN EDWARDS

Title: ASST. MGR

Signature: 

Date: 04/06/2026

My Commission Expires: 10-23-2026

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

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Date: _____ Signed: _____

Entity: _____

Name: _____

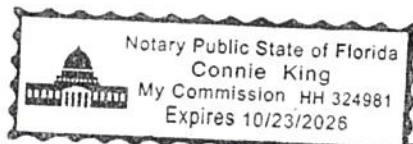
Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

Notary Signature

Connie King

PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known _____

OR Produced Identification ☒

Type of Identification Produced _____

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that GARY YEOMANS FORD [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired have had their work authorization status verified through the E-Verify system.

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Print Name: KEVIN EDWARDS

Title: ASST MGR.

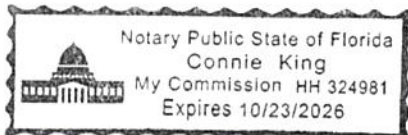
Date: 04/06/2026

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ [name of officer or agent, title of officer or agent] of _____ [name of contractor company acknowledging], a _____ [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

[Notary Seal]



Notary Public

Connie King
Name typed, printed or stamped

My Commission Expires: 10-23-26

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: H.1

Department FINANCE Division FINANCE	Amount Org/Account #
Subject: ORDINANCE 2026-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES	
Presenter: Gwen Ragsdale, Budget & Procurement Manager	
Attachments: 1. Ordinance Amending Procurement Policy (Redline) 2. Ordinance Amending Procurement Policy 3. Business Impact Estimate	
Background: <u>UPDATED BACKGROUND FROM THE APRIL 21, 2026, BUSINESS MEETING</u> This item was heard by the City Council at their April 21, 2026, Business Meeting. Following discussion at first reading, City Council requested revision to the language found in Sec 2-26 –(b)(2). City Staff has incorporated the requested change into the revised ordinance now presented for final consideration and adoption. <u>UPDATED BACKGROUND FROM THE MARCH 10, 2026, WORKSHOP</u> This item was heard by the City Council at their March 10, 2026, Workshop. Council did not suggest any changes to this item. City staff will be presenting on proposed changes to the City's Purchasing Policy, Chapter 2 Article 1 Division 3 of the City Palm Coast Code of Ordinances. The ordinance was last updated on September 21, 2021. The proposed changes include the addition of a definitions section, best practice updates with respect to solicitation thresholds, the addition of cooperative purchasing programs, and the addition of a suspension and debarment section. <u>ORIGINAL BACKGROUND FROM THE MARCH 10, 2026, WORKSHOP:</u> City staff will be presenting on proposed changes to the City's Purchasing Policy, Chapter 2 Article 1 Division 3 of the City Palm Coast Code of Ordinances. The ordinance was last updated on September 21, 2021. At the end of FY 2025, Plante & Moran conducted a risk assessment. In response, staff reviewed internal processes, met with departments, and consulted with legal counsel to identify potential updates aimed at improving operational efficiencies.	

The proposed changes include the addition of a definitions section, best practice updates with respect to solicitation thresholds, the addition of cooperative purchasing programs.

In support of the proposed changes, attached to this Agenda Item are:

1. Ordinance Amending Procurement Policy (Redlined)
2. Ordinance Amending Procurement Policy
3. Business Impact Estimate

Recommended Action:

ADOPT ORDINANCE 2026-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES

ORDINANCE 2026_____
AMENDING PROCUREMENT POLICY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 2, ARTICLE 1, DIVISION 3-PURCHASES AND CONTRACTUAL SERVICES SECTIONS 2-24 THROUGH 2-31; OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST; CREATING SECTION 2-23 “DEFINITIONS” PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR DEFINITIONS; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2003, City Council adopted an Ordinance amending Ordinance 2002-06, which provides for the City’s procurement policies; and

WHEREAS, in March 2017, City Council adopted an Ordinance amending Ordinance 2002-06, revising and updating the City’s procurement policies; and

WHEREAS, in October 2021, City Council adopted Ordinance 2021-23, repealing and replacing Sections 2-24 through 2-31 of the City’s Code of Ordinances to further revise and update the City’s procurement policies; and

WHEREAS, the overall goal of the City’s procurement policies is to provide the most appropriate quality of goods and services needed by the City to provide agreed to services to its’ citizens at the least total public expense considering, as a minimum, initial cost, operating and maintenance costs, and estimated useful life; and

WHEREAS, it is the desire of the City Council of the City of Palm Coast to continue to provide the most cost-effective purchases in the competitive marketplace, as well as ensuring fairness and impartiality in the City’s dealings with vendors; and

WHEREAS, to keep with the overall goal and continue to provide the most cost-effective purchases, City Council desires to repeal and replace Chapter 2, Article 1, Division 3 as stated hereinafter.

WHEREAS, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (* *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDMENT CHAPTER 2 – ADMINISTRATION, ARTICLE I -IN GENERAL, DIVISION 3. – PURCHASES AND CONTRACTUAL SERVICES OF THE CODE OF ORDINANCES. That Chapter 2 Administration, Article 1, In General, Division 3, Purchases and Contractual Services of the Code of Ordinances of the City of Palm Coast are hereby amended to read as follows:

DIVISION 3. - PURCHASES AND CONTRACTUAL SERVICES

Sec. 2-23. - DEFINITIONS. For the purposes of this Section, the following words and phrases shall be defined as follows:

- (a) Bidder or Proposer means an individual or business that submits a bid or proposal in response to a solicitation issued by the City.
- (b) Blanket Purchase Orders means purchases ordered for recurring, “as-needed” purchases that support multiple transactions for various items from the same vendor.
- (c) Consultants’ Competitive Negotiation Act (CCNA) is a Florida law, codified as Section 287.055 of the Florida Statutes, that governs how state and local government agencies procure professional services, particularly in architecture, engineering, landscape architecture, and land surveying.
- (d) Cooperative Purchasing means procurement conducted by or on behalf of more than one public entity.
- (e) Invitation to Bid (ITB) means an advertised competitive solicitation which includes minimum qualifications and a definitive scope of work or precise specifications, where award(s) is made to the lowest responsive and responsible bidder.
- (f) Joint Bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single Invitation to bid or Request for Proposal.

- (g) Local Business Preference applies to persons, firms, and/or corporation residing or located in the City of Palm Coast.
- (h) Piggyback or Piggybacking is a procedure of procuring goods or services without the formal solicitation process by means of utilizing another public entities' award of an Invitation to bid or Request for Proposal.
- (i) Professional Services generally refers to services rendered by individuals or entities licensed or authorized to practice a specific profession, such as architecture, engineering, or law. These services are typical defined by Florida Statutes and involve specialized knowledge and skilled acquired through education, training, and licensing.
- (j). Responsive means any person, firm, or corporation who has submitted a response which conforms in all material respects to the solicitation.
- (k) Request for Information (RFI) is a formal document used to gather information from potential suppliers or service provides, typically before a Request for Proposal or Request for Statement of Qualifications.
- (l). Request for Proposals (RFP) means a formal solicitation where the ranking and selection is based on a combination of qualifications and price.
- (m). Request for Statement of Qualifications (RFSQ) means a formal solicitation typically used for Professional services where the initial ranking and selection is based on qualifications without price being used as a factor.
- (n.) Sole Source is when there is only one person or company that can provide the goods and/or services needed because of specialized or unique characteristics of the goods and/or services.

Sec. 2-24. – Quotes and Formal Solicitations

(a) Informal Quotes ~~(\$5,000.00 to \$29,999.99)~~

a. (\$3,000 to \$9,999.99)

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ~~five thousand three thousand dollars (\$3,000.00) (\$5,000.00)~~ but less than or equal ~~twenty-nine thousand nine hundred ninety-nine and 99/100 dollars~~ nine thousand, nine hundred ninety-nine and 99/100 dollars (\$9,999.99) require ~~one two~~ or more written quotes in accordance with the procedures adopted by the City.

b. Formal Quotes (\$10,000 to \$49,999.99) ~~(\$30,000.00 to \$49,999.99)~~

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ten thousand dollars (\$10,000.00) but less than or equal to forty-nine thousand, nine hundred ninety-nine and 99/100 dollars

(\$49,999.99) require two or more written quotes in accordance with the procedures adopted by the City.

(b) Formal Request for Quotes (\$50,000.00 to \$99,999.99)

Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ~~thirty thousand dollars (\$30,000.00)~~ fifty thousand dollars (\$50,000.00) but less than or equal to ~~forty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$49,999.99)~~ ninety thousand, nine hundred ninety-nine and 99/100 dollars (\$99,999.99) require a formal request for quotes which shall be posted on the City's procurement portal to obtain two or more written quotes. The requesting department shall submit the supporting documentation of proper quote vetting to the procurement staff.

(c) Request for Formal Sealed Competitive ~~Solicitation (\$50,000.00 or greater)~~ (greater than \$100,000.00)

Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than ~~fifty thousand dollars (\$50,000.00)~~ one hundred thousand dollars (\$100,000.00) shall require a formal sealed competitive solicitation. Such solicitations may be in the form of an ITB, RFP, RFSQ, RFI, or any other formal solicitation process.

(d) Items may not be purchased in divided quantities to avoid the requirements of this division. For example, a department may have several similar items that are needed for their operation throughout the fiscal year and individually these items are less than ~~\$50,000~~ \$100,000.00 but in aggregate the items are in excess of ~~\$50,000.00~~ \$100,000.00. These items should not be split into several requisitions but should be consolidated and procured following the applicable solicitation process.

(e) The solicitation of competitive bids or proposals for professional services covered by the CCNA shall be accomplished in accordance with the provisions of Section 287.055, Florida Statutes. The City of Palm Coast does not permit the piggybacking of other agency contracts that fall under the scope of the CCNA.

(f) The solicitation of competitive bids or proposals for any City construction project that is projected to cost more than \$200,000 shall be accomplished in accordance with the provisions of Section 255.0525, Florida Statutes.

~~(g) The solicitation of competitive bids or proposals for City utility projects shall be accomplished in accordance with the provisions of Chapter 180, Florida Statutes.~~

(h) Notwithstanding anything contained herein to the contrary, the City reserves its right to reject any quote, bid, or proposal deemed non-responsive or non-responsible at any time prior to award of a contract.

Sec. 2-25. – Exemptions to Quotes and Formal Solicitations

(a) Blanket Purchase Orders, as defined in Section 2-23 of this Ordinance, shall be managed at the department level, these Purchase Orders are appropriate when there is an ongoing operational need. These purchase orders are under ten thousand dollars (\$10,000.00). Small Purchases: Non-recurring purchases of goods or services under five thousand dollars (\$5,000.00).

- (b) **Emergency Purchase:** An emergency exemption occurs when i) certain conditions might adversely affect the life, health, safety and welfare of City employees or citizens of the City, ii) when City property or equipment are endangered, iii) when it is necessary to maintain or restore vital services, or iv) situations arise which may cause major financial impact to the City should immediate action not be taken. In the case of an emergency, the City Manager, or designee may authorize certain imminent needs purchases. Those delegated the authority to implement emergency purchases are authorized to waive the bid process within their authority. A report listing all emergency purchases, and the circumstances of the emergency shall be submitted to the City Council on a monthly basis. It shall be the responsibility of all authorized personnel implementing this exemption to ensure such emergency purchase is accomplished in accordance with City policy and that emergency purchase procedures are invoked properly and not used solely to circumvent the regular established procurement procedures.
- (c) **Piggybacking**, as defined in Section 1 of this Ordinance, includes but is not limited to piggybacks of State Contracts with the State of Florida, Department of Management Services, and Division of Purchasing, SNAPs Contracts, and Federal GSA contracts.
- (1) The City may forego the formal solicitation process by Piggybacking. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the other public entities' ITB or RFP. Additional options may be included in a procurement unless the total dollar value of the options is in excess of the City's bid limit. Expired bids cannot be piggybacked.
 - (2) The City Manager, Department Head, or designee may make purchases/awards, utilizing other public entity bids, provided the contract being piggybacked is approved by City Council, if applicable, the amounts are within the City Council approved budget and the purchase is made in the best interests of the City. For amounts within the City Manager approval authority, the City Manager must approve the piggyback or contract after review by procurement staff. For amounts within the Department Head's approval authority, the Department Head must approve the piggyback or contract after review by procurement staff.
- (d) Cooperative Purchasing Programs:
- It shall be the policy of the City Council that the City participates in the cooperative purchasing programs that are found to provide cost savings to the City through economies of scale and reduction of administrative costs.
- (1) Joint Bidding. Joint bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single ITB or RFP. Once submittals have been received and discussed by the participating entities, each will administer their procurement process.

- (2) Authority. The City Manager shall have the authority to join with other governmental entities in joint bidding ventures where the best interests of the City will be served.
- (3) Procedures. The following procedures apply to Joint Bidding ventures:
 - a. A lead agency shall be designated to prepare and issue the ITB or RFP on behalf of the participating entities.
 - b. The lead agency shall survey the participating entities for their requirements and prepare the specifications for the Bid for Proposal and a list of vendors for review by the participating entities.
 - c. Lead agency shall solicit, receive, open, and tabulate the Bids or Proposals.
 - d. Responses shall be evaluated based upon the specifications and criteria set forth in the ITB and Bids received, or Request for Proposals and Proposals received, and a recommendation shall be made with respect to the award. Each participating entity shall be responsible for issuing its own contract and making its own payments. Any pre-award disputes related to the specifications or Bids/Proposal process shall be the responsibility of the Lead Agency. Any disputes that arise after the award between a participating entity and the vendor shall be resolved by the entity and the vendor. This does not preclude participating entities from working together to resolve a common dispute.
- (e) ~~Sole Source. Sole Source: Sole source purchasing is when there is only one person or company that can provide the goods and/or services needed because of the specialized or unique characteristics of the goods and/or services.~~
 - (1) The following criteria must be met to procure goods and services that are a sole source.
 - a. It is the only item that will produce the desired results (or fulfill the specific need) and,
 - b. The item is available from only one source of supply, or
 - c. The item is available from more than one vendor, but due to other circumstances (such as exclusive sales territory by manufacturer, prohibitive delivery time and cost, etc.), only one vendor is suited to provide the goods or services.
 - (2) Any purchase of goods and/or services with an estimated value greater than or equal to the amount established under Florida Statute 287.017, Category 2, that is intended to be purchased from a sole source, must be electronically posted, in accordance with Florida Statute 287.057(3) for fifteen (15) days. The notice must include a request that potential vendors provide information regarding their ability to supply the goods and/or services described.
 - (3) Purchases of goods and/or services from a sole source are exempt from competitive requirements upon written approval of the City Manager, or designee and other appropriate City personnel within their expenditure

authority as set forth in this section.

- (4) The request for sole source purchases shall set forth the purpose and need, an explanation why the item will exclusively produce the desired results (or fulfill the specific need) and the criteria. Compatibility to existing equipment shall be an acceptable justification for this exemption, provided the item is only available from a sole source of supply.
 - (5) The user department and/or the buyer shall attempt to locate competition (alternate sources of supply).
 - (6) Procurement staff shall keep a log of sole source purchases, which includes the vendor's name, the amount, item description, justification, and the purchase order number, which shall be filed with the City Manager and reported monthly to the City Council.
 - (7) Procurement staff shall conduct negotiations, as appropriate, as to price, delivery, and terms.
- (f) Special Circumstances: Under circumstances where, after competitive bidding, no bids meeting bid requirements are received, or all bids are rejected for failure to meet bid requirements.
- (g) Additional Exemptions: The purchase of the following goods and services is exempt from quotes and formal solicitations.
- (1) Water, Sewer, Gas, Electric, ~~and Other Utility Services~~; Telecommunication ~~Services including, but not limited to, cable television, telephone lines, internet connectivity, data and voice circuits, voice over internet protocol ("VOIP"), cellular/wireless phones, wide area network ("WAN") connectivity, pagers, and wireless adapters for cellular data ("air cards").~~ Internet, Cable, Satellite, and other Utility Services.
 - (2) Postage
 - (3) Advertisements
 - (4) Memberships ~~fees, dues, books, subscriptions, and publications~~
 - (5) ~~Subscriptions~~ Any items covered under the City's travel policy
 - (6) ~~Any items covered under the City's travel policy~~ Software/Technology Maintenance and Support renewal fees for existing software or technology licenses
 - (7) ~~Software/Technology Maintenance and Support renewal fees for existing software or technology licenses~~ Goods and/or services provided by governmental entities
 - (8) Accident Insurance Reimbursement
 - (9) Purchase of Real Property, including Closing Services
 - (10) Title Insurance
 - (11) Legal Services
 - (12) Training, education services, and conferences

Sec. 2-26. - Approval requirements

- (a) City Council approval shall be required for all contracts and bid awards, piggybacking awards, and sole source awards with an estimated value greater than or equal to ~~fifty thousand dollars (\$50,000.00)~~ one-hundred thousand dollars (\$100,000.00).
- (b) The City Manager or designee shall have approval authority as follows:
- (1) Any purchases less than or equal to ~~forty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$49,999.99)~~ eighty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$99,999.99); or
 - (2) Any ~~purchases of~~ for goods and services, excluding capital purchases, provided they are made pursuant to an existing contract, ~~s and~~ bid awards, piggyback awardsing awards, ~~and or~~ sole source awards previously s approved by City Council and as set out funded within in the annual budget as adopted by the City Council as adopted.
 - (3) Any purchases of capital items, goods, and services as set forth in a Resolution adopted by City Council.
- (c) Department heads or their designee shall have authority to approve purchases of capital items, goods, and services less than or equal to ~~thirty thousand dollars (\$30,000.00)~~ fifty thousand dollars (\$50,000.00), where such purchase does not exceed the item and/or department budget limit.
- (d) Deputy Directors or their designee shall have authority to approve purchases of goods or services less than or equal to nine thousand, nine hundred ninety-nine and 99/100 dollars (\$9,999.99), where such purchase does not exceed the item and/or department budget item.
- (e) Emergency purchases shall be accomplished in accordance with section 2-25(B).

Sec. 2-27. - Additional procedures/powers of City Manager

- (a) The City Manager is hereby granted authority to adopt all such additional administrative policies and procedures supplemental to the provisions of this division that are in the best interests of the City, and not inconsistent with the intent of this division.

(b) Suspension and Debarment

- (a) Authority. The City Manager, or their designee, shall have the authority to suspend or debar any person or entity from participating in City procurements when it is determined to be in the best interest of the City. Suspension or debarment may apply to a vendor, contractor, subcontractor, consultant, or any other party seeking to do business with the City ("Vendor").
- (b) Causes for Suspension. A vendor may be suspended for a period not exceed to two (2) years as determined by the City Manager upon adequate evidence of any of the following:
- (1) Vendor defaults or fails to perform in accordance with the terms, conditions, and/or specifications of a solicitation or contract with the City.

- (2) The vendor is charged by information or indictment for fraud, theft, embezzlement, bribery, falsification or destruction of records, making false statements, receiving stolen property, or any other offense indicating a lack of business integrity or honesty. If the charges are dismissed or the vendors is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final disposition provided to the City by the vendor.
- (3) The vendor is charged by information or indictment with the commission of a criminal offense in connection with obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract.
- (4) Violation of any federal, state, or local law, regulation, or ordinance related to the submission of bids or performance of public contracts.
- (5) The vendor violates the ethical standards set forth in local, state, or federal law.
- (6) Collusion with another vendor or contractor in the submission of a bid or proposal.
- (7) The vendor commits any fraud or misrepresentation in connection with a vendor registration, Affidavit Designation, solicitation, or contract with the City
- (8) The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- (9) A record of unsatisfactory performance on one (1) or more contracts with the City.
- (10) Debarment or suspension by any other governmental entity.
- (11) Failure to pay taxes, fees, or other financial obligations owed to the City.
- (12) Any other cause so serious or compelling as to affect the present responsibility of the vendor or contractor.

(c) Suspension.

- (1) The City Manager, or designee, may suspend a vendor or contractor pending the completion of an investigation when there is probable cause to believe that grounds for suspension exist.
- (2) Suspension shall be for a temporary period not to exceed two (2) years unless extended for good cause.
- (3) A suspended vendor or contractor shall not be eligible to submit bids, proposals, or quotes, or be awarded a City contract during the period of suspension unless the City determines there is a compelling reason to do so.

(d) Permanent Debarment.

- (1) Default or failure to fully comply with the conditions, specifications, drawings or terms of a solicitation or contract with the City.
 - (2) Conviction in a court of competent jurisdiction for commission of those offenses stated in paragraphs 2 and 3 of subsection B of this Section, in connection with the vendor's commercial enterprise. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition from vendor to the City.
 - (3) A debarred vendor or contractor shall be excluded from participating in City procurements for the duration of the debarment.
- (e) Notice. The City shall provide written notice via certified mail to the vendor or contractor of the proposed suspension or debarment. The notice shall include:
- (1) The reasons for the proposed action;
 - (2) The effective date of the action;
 - (3) The duration of the suspension or proposed debarment; and
 - (4) The vendor's right to respond or dispute the suspension or debarment.
- (f) Opportunity to Respond.
- (1) If the vendor or contractor disagrees with the suspension or debarment, they shall have seven (7) business days from the date of receipt of notice to rebut the suspension or debarment.
 - (2) Written notification must be sent to the City's Contract and Procurement Division outlining the points of disagreement.
 - (3) The City Manager will review the vendor's rebuttal, and a finding will be sent to the vendor either upholding or denying the suspension/debarment.
 - (4) If the vendor does not dispute the suspension or the debarment within the seven (7) days period, the suspension or debarment will be deemed acknowledged and the vendors waives its rebuttal rights.
- (g) Decision. After review of the information provided, the City Manager or designee shall issue a written determination affirming, modifying, or rescinding the suspension or debarment.
- (h) Effect of Suspension or Debarment. Unless otherwise determined by the City Manager or designee for compelling reasons:
- (1) The City shall not solicit bids, proposals, or quotes from a suspended or debarred vendor.
 - (2) The City shall not award contracts to a suspended or debarred vendor.

(3) Existing contracts may continue if termination is not in the best interest of the City.

- (i) Federal Compliance. When federal funds are involved, the City shall comply with applicable federal suspension and debarment requirements and shall verify vendor eligibility through the System for Award Management (SAM.gov) Exclusions List prior to contract award.

Sec. 2-28. - Disposal of surplus property

Surplus property may be disposed of by trade, sealed bid, donated, or sold at public auction depending on the item, its value, or other factors all as may be in accordance with law and City policy. If the surplus property is determined to be only of scrap value or have no commercial value, City staff is authorized sell the surplus property as scrap if possible or dispose in any other appropriate manner. City Council may approve of disposal of surplus property that has commercial value by any method other than as provided herein.

Sec. 2-29. – Intent to Award and Award Protest Procedures

(a) Intent to Award Protest Procedure

- (1) In any case where a bidder wishes to protest the results of an intended disposition of any bid, the following action is required:
 - a. The bidder must file a written protest to the ~~Financial Services Director~~ Deputy City Manager or designee explaining in detail the nature of the protest and the grounds on which it is based. This protest must be received by the ~~Financial Services Director~~ Deputy City Manager or designee no later than three (3) business days after the City's Notice of Intent to Award.
 - b. The ~~Financial Services Director~~ Deputy City Manager or designee shall respond in writing to the written protest in a timely manner, determine whether the protest is with or without merit, and revise the administrative decision or recommendation, if necessary.
- (2) In any case where a bidder wishes to appeal the ~~Financial Services Director~~ Deputy City Manager or designee's protest determination, the following action is required:
 - a. The bidder must file a written appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three (3) business days after the Deputy City Manager or designee's written protest determination. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in the amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee, however, in

an amount no less than \$10,000.

- b. Upon timely receipt of the formal written appeal and bid protest appeal bond, the City Manager shall respond in writing to the written appeal, determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.
- (3) In any case where a bidder wishes to appeal the determination by the City Manager, the following action is required:
- a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds on which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Manager's written response.
 - b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
 - c. The bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present evidence related to the bid protest appeal.
 - d. At the scheduled City Council meeting, City Council will determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.
- (4) Upon receipt by the ~~Financial Services Director~~ Deputy City Manager or designee of the written protest to the City's Notice of Intent to Award, the final bid award shall be delayed until the entirety of the protest procedure, as herein described, has been completed.
- (5) The bid protest bond shall be forfeited to the City if one of the following occurs:
- a. The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;
 - b. The bid protest appeal is determined to be without merit or non-valid by the City Council, or
 - (4)a. The bidder who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Officer meeting.

(b) Award Protest Procedure

- (1) Should the City Council make an award to a bidder, other than the bidder selected in the Notice of Intent to Award, the only bidder with the right to protest the award and file a written appeal is the selected bidder identified in the Notice of Intent to Award. A City Council decision not to make an award to any bidder is not appealable. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in an amount not less

than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee, however, in an amount no less than \$10,000. The following action is required to protest an award:

- a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds upon which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Council's award. At that time, the final bid award shall be delayed until the protest procedure, as herein described, has been completed, unless City Council decides to otherwise move forward with the award.
 - b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
 - c. The protesting bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present their position on the bid protest appeal and evidence to the City Council.
 - d. At the scheduled City Council meeting, City Council shall determine whether the appeal is with or without merit, and revise their prior decision, if necessary, or City Council may, at its discretion, order that the appeal be heard by a Hearing Officer pursuant to Chapter 2, Article III, Division 3 of this Code of Ordinances.
 - e. If the City Council refers the appeal to a Hearing Officer, the protesting bidder must attend the Hearing Officer hearing. City staff and the bidder will be provided an opportunity to present their position on the bid protest appeal and evidence to the Hearing Officer. The Hearing Officer will determine whether the appeal is with or without merit and provide a recommendation to the City Council as to whether or not the City Council should revise its prior decision.
 - f. The City Council shall have final decision-making authority on all award protest appeals.
- (2) The bid protest bond shall be forfeited to the City if one of the following occurs:
- a. The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;
 - b. The bid protest appeal is determined to be without merit or non-valid by the City Council, or
 - c. The bidder who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Officer meeting.

Sec. 2-30. – Local Business Preference

(a) Excepted as provided in this division or as may be exempted by applicable State or Federal law, a local business preference shall apply to all purchases or acquisitions of products, materials, and services of the City of Palm Coast. Local Business Preference, as defined in Section 1 of this Ordinance, shall meet the established criteria set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified Palm Coast persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified local Palm Coast business being awarded the contract, at the amount of the submitted quote or bid, if the local Palm Coast vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.

(b) If the Local Business Preference does not result in the Palm Coast business being awarded the contract, then the Local Business Preference applies to persons, firms, and/or corporations residing or located in Flagler County, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified Flagler County business being awarded the contract, at the amount of the submitted quote or bid, if the local vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.

(c) Local Business Preference Amounts and Limit are as follows:

- (1) Five percent (5%) of the net quote or bid price up to \$200,000.00 as referenced on the quote tabulation or bid price schedule.
- (2) Three percent (3%) of the net bid price above \$200,000.00 as referenced on the bid price schedule.
- (3) The total local business preference shall be limited to \$20,000.00 for each quote or project.

Example: Local Business Bid of \$250,000 would be provided a Local Business Preference of \$11,500.00. $((5\% \times \$200,000.00) + (3\% \times \$50,000.00))$

(d) To qualify as a Palm Coast person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

(e) To qualify as a Flagler County person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the request for a quote or formal bid solicitation

(Post office boxes do not qualify as a verifiable business address).

(f) Local Business Preference shall not apply to:

- (1) Purchases that are funded in whole or part by assistance from any federal, state, or local agency that disallows local preference;
- (2) Purchases exempt from obtaining quotes or soliciting formal proposals or bids as described in Sec. 2-25. – Exemptions to Quotes and Formal Solicitations.

- (g) The local business preference established in this section does not prohibit the right of the City Council or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.
- (h) Application of local businesses preference to a particular purchase, contract, or category of contracts for which the City Council is the awarding authority may be waived upon written justification and recommendation by the City Manager and approval of the City Council.
- (i) The local business preference established in this section does not prohibit the City Council, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the local business preference.

Sec. 2-31 – Public-Private Partnerships

- (a) The submission by private entities and the processing by City of public-private partnership (P3) Proposals, whether solicited or unsolicited, shall be in accordance with Section 255.065 Florida Statutes.
- (b) The City Manager may establish a reasonable application fee for the submission of unsolicited P3 proposals. If the initial application fee does not cover the City's costs to evaluate the unsolicited proposal, the City Manager may request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the noticed request. The City may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts. If the City does not evaluate the unsolicited proposal, the City must return the application fee.
- (c) The City Manager or designee shall have the authority to decide whether to evaluate any unsolicited proposals. Should the City Manager or designee decide not to evaluate the unsolicited proposal, the City shall return the evaluation fee.
- (d) The City Manager or designee shall have the authority to solicit proposals from other parties in accordance with Section 255.065 Florida Statutes for the same or similar P3 concept of any unsolicited proposal, whether or not the unsolicited proposal has been evaluated.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are

severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 21st day of April 2026.

ADOPTED on second reading after due public notice and hearing this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

ORDINANCE 2026____
AMENDING PROCUREMENT POLICY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 2, ARTICLE 1, DIVISION 3-PURCHASES AND CONTRACTUAL SERVICES SECTIONS 2-24 THROUGH 2-31; OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST; CREATING SECTION 2-23 “DEFINITIONS” PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR DEFINITIONS; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2003, City Council adopted an Ordinance amending Ordinance 2002-06, which provides for the City’s procurement policies; and

WHEREAS, in March 2017, City Council adopted an Ordinance amending Ordinance 2002-06, revising and updating the City’s procurement policies; and

WHEREAS, in October 2021, City Council adopted Ordinance 2021-23, repealing and replacing Sections 2-24 through 2-31 of the City’s Code of Ordinances to further revise and update the City’s procurement policies; and

WHEREAS, the overall goal of the City’s procurement policies is to provide the most appropriate quality of goods and services needed by the City to provide agreed to services to its’ citizens at the least total public expense considering, as a minimum, initial cost, operating and maintenance costs, and estimated useful life; and

WHEREAS, it is the desire of the City Council of the City of Palm Coast to continue to provide the most cost-effective purchases in the competitive marketplace, as well as ensuring fairness and impartiality in the City’s dealings with vendors; and

WHEREAS, to keep with the overall goal and continue to provide the most cost-effective purchases, City Council desires to repeal and replace Chapter 2, Article 1, Division 3 as stated hereinafter.

WHEREAS, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (* *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDMENT CHAPTER 2 – ADMINISTRATION, ARTICLE I -IN GENERAL, DIVISION 3. – PURCHASES AND CONTRACTUAL SERVICES OF THE CODE OF ORDINANCES. That Chapter 2 Administration, Article 1, In General, Division 3, Purchases and Contractual Services of the Code of Ordinances of the City of Palm Coast are hereby amended to read as follows:

DIVISION 3. - PURCHASES AND CONTRACTUAL SERVICES

Sec. 2-23. - DEFINITIONS. For the purposes of this Section, the following words and phrases shall be defined as follows:

- (a) Bidder or Proposer means an individual or business that submits a bid or proposal in response to a solicitation issued by the City.
- (b) Blanket Purchase Orders means purchases ordered for recurring, “as-needed” purchases that support multiple transactions for various items from the same vendor.
- (c) Consultants’ Competitive Negotiation Act (CCNA) is a Florida law, codified as Section 287.055 of the Florida Statutes, that governs how state and local government agencies procure professional services, particularly in architecture, engineering, landscape architecture, and land surveying.
- (d) Cooperative Purchasing means procurement conducted by or on behalf of more than one public entity.
- (e) Invitation to Bid (ITB) means an advertised competitive solicitation which includes minimum qualifications and a definitive scope of work or precise specifications, where award(s) is made to the lowest responsive and responsible bidder.
- (f) Joint Bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single Invitation to bid or Request for Proposal.

- (g) Local Business Preference applies to persons, firms, and/or corporation residing or located in the City of Palm Coast.
- (h) Piggyback or Piggybacking is a procedure of procuring goods or services without the formal solicitation process by means of utilizing another public entities' award of an Invitation to bid or Request for Proposal.
- (i) Professional Services generally refers to services rendered by individuals or entities licensed or authorized to practice a specific profession, such as architecture, engineering, or law. These services are typical defined by Florida Statutes and involve specialized knowledge and skilled acquired through education, training, and licensing.
- (j). Responsive means any person, firm, or corporation who has submitted a response which conforms in all material respects to the solicitation.
- (k) Request for Information (RFI) is a formal document used to gather information from potential suppliers or service provides, typically before a Request for Proposal or Request for Statement of Qualifications.
- (l). Request for Proposals (RFP) means a formal solicitation where the ranking and selection is based on a combination of qualifications and price.
- (m). Request for Statement of Qualifications (RFSQ) means a formal solicitation typically used for Professional services where the initial ranking and selection is based on qualifications without price being used as a factor.
- (n.) Sole Source is when there is only one person or company that can provide the goods and/or services needed because of specialized or unique characteristics of the goods and/or services.

Sec. 2-24. – Quotes and Formal Solicitations

(a) Informal Quotes (\$5,000.00 to \$29,999.99)

a. (\$3,000 to \$9,999.99)

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ~~five thousand~~ three thousand dollars (\$3,000.00) ~~(\$5,000.00)~~ but less than or equal ~~twenty-nine thousand nine hundred ninety-nine and 99/100 dollars~~ nine thousand, nine hundred ninety-nine and 99/100 dollars (\$9,999.99) require ~~one two~~ or more written quotes in accordance with the procedures adopted by the City.

b. Formal Quotes (\$10,000 to \$49,999.99) ~~(\$30,000.00 to \$49,999.99)~~

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ten thousand dollars (\$10,000.00) but less than or equal to forty-nine thousand, nine hundred ninety-nine and 99/100 dollars

(\$49,999.99) require two or more written quotes in accordance with the procedures adopted by the City.

(b) Formal Request for Quotes (\$50,000.00 to \$99,999.99)

Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ~~thirty thousand dollars (\$30,000.00)~~ fifty thousand dollars (\$50,000.00) but less than or equal to ~~forty nine thousand, nine hundred ninety nine and 99/100 dollars (\$49,999.99)~~ ninety thousand, nine hundred ninety-nine and 99/100 dollars (\$99,999.99) require a formal request for quotes which shall be posted on the City's procurement portal to obtain two or more written quotes. The requesting department shall submit the supporting documentation of proper quote vetting to the procurement staff.

(c) Request for Formal Sealed Competitive Solicitation (\$50,000.00 or greater) (greater than \$100,000.00)

Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than ~~fifty thousand dollars (\$50,000.00)~~ one hundred thousand dollars (\$100,000.00) shall require a formal sealed competitive solicitation. Such solicitations may be in the form of an ITB, RFP, RFSQ, RFI, or any other formal solicitation process.

(d) Items may not be purchased in divided quantities to avoid the requirements of this division. For example, a department may have several similar items that are needed for their operation throughout the fiscal year and individually these items are less than ~~\$50,000~~ \$100,000.00 but in aggregate the items are in excess of ~~\$50,000.00~~ \$100,000.00. These items should not be split into several requisitions but should be consolidated and procured following the applicable solicitation process.

(e) The solicitation of competitive bids or proposals for professional services covered by the CCNA shall be accomplished in accordance with the provisions of Section 287.055, Florida Statutes. The City of Palm Coast does not permit the piggybacking of other agency contracts that fall under the scope of the CCNA.

(f) The solicitation of competitive bids or proposals for any City construction project that is projected to cost more than \$200,000 shall be accomplished in accordance with the provisions of Section 255.0525, Florida Statutes.

~~(g) The solicitation of competitive bids or proposals for City utility projects shall be accomplished in accordance with the provisions of Chapter 180, Florida Statutes.~~

(h) Notwithstanding anything contained herein to the contrary, the City reserves its right to reject any quote, bid, or proposal deemed non-responsive or non-responsible at any time prior to award of a contract.

Sec. 2-25. – Exemptions to Quotes and Formal Solicitations

(a) Blanket Purchase Orders, as defined in Section 2-23 of this Ordinance, shall be managed at the department level, these Purchase Orders are appropriate when there is an ongoing operational need. These purchase orders are under ten thousand dollars (\$10,000.00). ~~Small Purchases: Non-recurring purchases of goods or services under five thousand dollars (\$5,000.00).~~

- (b) **Emergency Purchase:** An emergency exemption occurs when i) certain conditions might adversely affect the life, health, safety and welfare of City employees or citizens of the City, ii) when City property or equipment are endangered, iii) when it is necessary to maintain or restore vital services, or iv) situations arise which may cause major financial impact to the City should immediate action not be taken. In the case of an emergency, the City Manager, or designee may authorize certain imminent needs purchases. Those delegated the authority to implement emergency purchases are authorized to waive the bid process within their authority. A report listing all emergency purchases, and the circumstances of the emergency shall be submitted to the City Council on a monthly basis. It shall be the responsibility of all authorized personnel implementing this exemption to ensure such emergency purchase is accomplished in accordance with City policy and that emergency purchase procedures are invoked properly and not used solely to circumvent the regular established procurement procedures.
- (c) **Piggybacking,** as defined in Section 1 of this Ordinance, includes but is not limited to piggybacks of State Contracts with the State of Florida, Department of Management Services, and Division of Purchasing, SNAPs Contracts, and Federal GSA contracts.
- (1) The City may forego the formal solicitation process by Piggybacking. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the other public entities' ITB or RFP. Additional options may be included in a procurement unless the total dollar value of the options is in excess of the City's bid limit. Expired bids cannot be piggybacked.
 - (2) The City Manager, Department Head, or designee may make purchases/awards, utilizing other public entity bids, provided the contract being piggybacked is approved by City Council, if applicable, the amounts are within the City Council approved budget and the purchase is made in the best interests of the City. For amounts within the City Manager approval authority, the City Manager must approve the piggyback or contract after review by procurement staff. For amounts within the Department Head's approval authority, the Department Head must approve the piggyback or contract after review by procurement staff.

(d) **Cooperative Purchasing Programs:**

It shall be the policy of the City Council that the City participates in the cooperative purchasing programs that are found to provide cost savings to the City through economies of scale and reduction of administrative costs.

- (1) Joint Bidding. Joint bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single ITB or RFP. Once submittals have been received and discussed by the participating entities, each will administer their procurement process.

- (2) Authority. The City Manager shall have the authority to join with other governmental entities in joint bidding ventures where the best interests of the City will be served.
- (3) Procedures. The following procedures apply to Joint Bidding ventures:
 - a. A lead agency shall be designated to prepare and issue the ITB or RFP on behalf of the participating entities.
 - b. The lead agency shall survey the participating entities for their requirements and prepare the specifications for the Bid for Proposal and a list of vendors for review by the participating entities.
 - c. Lead agency shall solicit, receive, open, and tabulate the Bids or Proposals.
 - d. Responses shall be evaluated based upon the specifications and criteria set forth in the ITB and Bids received, or Request for Proposals and Proposals received, and a recommendation shall be made with respect to the award. Each participating entity shall be responsible for issuing its own contract and making its own payments. Any pre-award disputes related to the specifications or Bids/Proposal process shall be the responsibility of the Lead Agency. Any disputes that arise after the award between a participating entity and the vendor shall be resolved by the entity and the vendor. This does not preclude participating entities from working together to resolve a common dispute.
- (e) ~~Sole Source. Sole Source: Sole source purchasing is when there is only one person or company that can provide the goods and/or services needed because of the specialized or unique characteristics of the goods and/or services.~~
 - (1) The following criteria must be met to procure goods and services that are a sole source.
 - a. It is the only item that will produce the desired results (or fulfill the specific need) and,
 - b. The item is available from only one source of supply, or
 - c. The item is available from more than one vendor, but due to other circumstances (such as exclusive sales territory by manufacturer, prohibitive delivery time and cost, etc.), only one vendor is suited to provide the goods or services.
 - (2) Any purchase of goods and/or services with an estimated value greater than or equal to the amount established under Florida Statute 287.017, Category 2, that is intended to be purchased from a sole source, must be electronically posted, in accordance with Florida Statute 287.057(3) for fifteen (15) days. The notice must include a request that potential vendors provide information regarding their ability to supply the goods and/or services described.
 - (3) Purchases of goods and/or services from a sole source are exempt from competitive requirements upon written approval of the City Manager, or designee and other appropriate City personnel within their expenditure

authority as set forth in this section.

- (4) The request for sole source purchases shall set forth the purpose and need, an explanation why the item will exclusively produce the desired results (or fulfill the specific need) and the criteria. Compatibility to existing equipment shall be an acceptable justification for this exemption, provided the item is only available from a sole source of supply.
 - (5) The user department and/or the buyer shall attempt to locate competition (alternate sources of supply).
 - (6) Procurement staff shall keep a log of sole source purchases, which includes the vendor's name, the amount, item description, justification, and the purchase order number, which shall be filed with the City Manager and reported monthly to the City Council.
 - (7) Procurement staff shall conduct negotiations, as appropriate, as to price, delivery, and terms.
- (f) Special Circumstances: Under circumstances where, after competitive bidding, no bids meeting bid requirements are received, or all bids are rejected for failure to meet bid requirements.
- (g) Additional Exemptions: The purchase of the following goods and services is exempt from quotes and formal solicitations.
- (1) ~~Water, Sewer, Gas, Electric, and Other Utility Services; Telecommunication Services including, but not limited to, cable television, telephone lines, internet connectivity, data and voice circuits, voice over internet protocol ("VOIP"), cellular/wireless phones, wide area network ("WAN") connectivity, pagers, and wireless adapters for cellular data ("air cards").~~ Internet, Cable, Satellite, and other Utility Services.
 - (2) Postage
 - (3) Advertisements
 - (4) Memberships fees, dues, books, subscriptions, and publications
 - (5) ~~Subscriptions~~ Any items covered under the City's travel policy
 - (6) ~~Any items covered under the City's travel policy~~ Software/Technology Maintenance and Support renewal fees for existing software or technology licenses
 - (7) ~~Software/Technology Maintenance and Support renewal fees for existing software or technology licenses~~ Goods and/or services provided by governmental entities
 - (8) Accident Insurance Reimbursement
 - (9) Purchase of Real Property, including Closing Services
 - (10) Title Insurance
 - (11) Legal Services
 - (12) Training, education services, and conferences

Sec. 2-26. - Approval requirements

- (a) City Council approval shall be required for all contracts and bid awards, piggybacking awards, and sole source awards with an estimated value greater than or equal to ~~fifty thousand dollars (\$50,000.00)~~ one hundred thousand dollars (\$100,000.00).
- (b) The City Manager or designee shall have approval authority as follows:
- (1) Any purchases less than or equal to ~~forty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$49,999.99)~~ eighty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$99,999.99); or
 - (2) Any purchases ~~of~~ for goods and services, excluding capital purchases, provided they are made pursuant to an existing contract,s and bid awards, piggybacking awards, and or sole source awards previously approved by City Council and as set out funded within in the annual budget as adopted by the ~~City Council as adopted~~.
 - (3) Any purchases of capital items, goods, and services as set forth in a Resolution adopted by City Council.
- (c) Department heads or their designee shall have authority to approve purchases of capital items, goods, and services less than or equal to ~~thirty thousand dollars (\$30,000.00)~~ fifty thousand dollars (\$50,000.00), where such purchase does not exceed the item and/or department budget limit.
- (d) Deputy Directors or their designee shall have authority to approve purchases of goods or services less than or equal to nine thousand, nine hundred ninety-nine and 99/100 dollars (\$9,999.99), where such purchase does not exceed the item and/or department budget item.
- (e) Emergency purchases shall be accomplished in accordance with section 2-25(B).

Sec. 2-27. - Additional procedures/powers of City Manager

- (a) The City Manager is hereby granted authority to adopt all such additional administrative policies and procedures supplemental to the provisions of this division that are in the best interests of the City, and not inconsistent with the intent of this division.

(b) Suspension and Debarment

- (a) Authority. The City Manager, or their designee, shall have the authority to suspend or debar any person or entity from participating in City procurements when it is determined to be in the best interest of the City. Suspension or debarment may apply to a vendor, contractor, subcontractor, consultant, or any other party seeking to do business with the City ("Vendor").
- (b) Causes for Suspension. A vendor may be suspended for a period not exceed to two (2) years as determined by the City Manager upon adequate evidence of any of the following:
- (1) Vendor defaults or fails to perform in accordance with the terms, conditions, and/or specifications of a solicitation or contract with the City.

- (2) The vendor is charged by information or indictment for fraud, theft, embezzlement, bribery, falsification or destruction of records, making false statements, receiving stolen property, or any other offense indicating a lack of business integrity or honesty. If the charges are dismissed or the vendors is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final disposition provided to the City by the vendor.
- (3) The vendor is charged by information or indictment with the commission of a criminal offense in connection with obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract.
- (4) Violation of any federal, state, or local law, regulation, or ordinance related to the submission of bids or performance of public contracts.
- (5) The vendor violates the ethical standards set forth in local, state, or federal law.
- (6) Collusion with another vendor or contractor in the submission of a bid or proposal.
- (7) The vendor commits any fraud or misrepresentation in connection with a vendor registration, Affidavit Designation, solicitation, or contract with the City
- (8) The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- (9) A record of unsatisfactory performance on one (1) or more contracts with the City.
- (10) Debarment or suspension by any other governmental entity.
- (11) Failure to pay taxes, fees, or other financial obligations owed to the City.
- (12) Any other cause so serious or compelling as to affect the present responsibility of the vendor or contractor.

(c) Suspension.

- (1) The City Manager, or designee, may suspend a vendor or contractor pending the completion of an investigation when there is probable cause to believe that grounds for suspension exist.
- (2) Suspension shall be for a temporary period not to exceed two (2) years unless extended for good cause.
- (3) A suspended vendor or contractor shall not be eligible to submit bids, proposals, or quotes, or be awarded a City contract during the period of suspension unless the City determines there is a compelling reason to do so.

(d) Permanent Debarment.

- (1) Default or failure to fully comply with the conditions, specifications, drawings or terms of a solicitation or contract with the City.
 - (2) Conviction in a court of competent jurisdiction for commission of those offenses stated in paragraphs 2 and 3 of subsection B of this Section, in connection with the vendor's commercial enterprise. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition from vendor to the City.
 - (3) A debarred vendor or contractor shall be excluded from participating in City procurements for the duration of the debarment.
- (e) Notice. The City shall provide written notice via certified mail to the vendor or contractor of the proposed suspension or debarment. The notice shall include:
- (1) The reasons for the proposed action;
 - (2) The effective date of the action;
 - (3) The duration of the suspension or proposed debarment; and
 - (4) The vendor's right to respond or dispute the suspension or debarment.
- (f) Opportunity to Respond.
- (1) If the vendor or contractor disagrees with the suspension or debarment, they shall have seven (7) business days from the date of receipt of notice to rebut the suspension or debarment.
 - (2) Written notification must be sent to the City's Contract and Procurement Division outlining the points of disagreement.
 - (3) The City Manager will review the vendor's rebuttal, and a finding will be sent to the vendor either upholding or denying the suspension/debarment.
 - (4) If the vendor does not dispute the suspension or the debarment within the seven (7) days period, the suspension or debarment will be deemed acknowledged and the vendors waives its rebuttal rights.
- (g) Decision. After review of the information provided, the City Manager or designee shall issue a written determination affirming, modifying, or rescinding the suspension or debarment.
- (h) Effect of Suspension or Debarment. Unless otherwise determined by the City Manager or designee for compelling reasons:
- (1) The City shall not solicit bids, proposals, or quotes from a suspended or debarred vendor.
 - (2) The City shall not award contracts to a suspended or debarred vendor.

- (3) Existing contracts may continue if termination is not in the best interest of the City.
- (i) Federal Compliance. When federal funds are involved, the City shall comply with applicable federal suspension and debarment requirements and shall verify vendor eligibility through the System for Award Management (SAM.gov) Exclusions List prior to contract award.

Sec. 2-28. - Disposal of surplus property

Surplus property may be disposed of by trade, sealed bid, donated, or sold at public auction depending on the item, its value, or other factors all as may be in accordance with law and City policy. If the surplus property is determined to be only of scrap value or have no commercial value, City staff is authorized sell the surplus property as scrap if possible or dispose in any other appropriate manner. City Council may approve of disposal of surplus property that has commercial value by any method other than as provided herein.

Sec. 2-29. – Intent to Award and Award Protest Procedures

(a) Intent to Award Protest Procedure

- (1) In any case where a bidder wishes to protest the results of an intended disposition of any bid, the following action is required:
 - a. The bidder must file a written protest to the ~~Financial Services Director~~ Deputy City Manager or designee explaining in detail the nature of the protest and the grounds on which it is based. This protest must be received by the ~~Financial Services Director~~ Deputy City Manager or designee no later than three (3) business days after the City's Notice of Intent to Award.
 - b. The ~~Financial Services Director~~ Deputy City Manager or designee shall respond in writing to the written protest in a timely manner, determine whether the protest is with or without merit, and revise the administrative decision or recommendation, if necessary.
- (2) In any case where a bidder wishes to appeal the ~~Financial Services Director~~ Deputy City Manager or designee's protest determination, the following action is required:
 - a. The bidder must file a written appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three (3) business days after the Deputy City Manager or designee's written protest determination. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in the amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee, however, in

an amount no less than \$10,000.

- b. Upon timely receipt of the formal written appeal and bid protest appeal bond, the City Manager shall respond in writing to the written appeal, determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.
- (3) In any case where a bidder wishes to appeal the determination by the City Manager, the following action is required:
- a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds on which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Manager's written response.
 - b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
 - c. The bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present evidence related to the bid protest appeal.
 - d. At the scheduled City Council meeting, City Council will determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.
- (4) Upon receipt by the ~~Financial Services Director~~ Deputy City Manager or designee of the written protest to the City's Notice of Intent to Award, the final bid award shall be delayed until the entirety of the protest procedure, as herein described, has been completed.
- (5) The bid protest bond shall be forfeited to the City if one of the following occurs:
- 1. The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;
 - 2. The bid protest appeal is determined to be without merit or non-valid by the City Council, or
 - 3. The bidder who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Officer meeting.

(b) Award Protest Procedure

- (1) Should the City Council make an award to a bidder, other than the bidder selected in the Notice of Intent to Award, the only bidder with the right to protest the award and file a written appeal is the selected bidder identified in the Notice of Intent to Award. A City Council decision not to make an award to any bidder is not appealable. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in an amount not less

than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee, however, in an amount no less than \$10,000. The following action is required to protest an award:

- a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds upon which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Council's award. At that time, the final bid award shall be delayed until the protest procedure, as herein described, has been completed, unless City Council decides to otherwise move forward with the award.
 - b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
 - c. The protesting bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present their position on the bid protest appeal and evidence to the City Council.
 - d. At the scheduled City Council meeting, City Council shall determine whether the appeal is with or without merit, and revise their prior decision, if necessary, or City Council may, at its discretion, order that the appeal be heard by a Hearing Officer pursuant to Chapter 2, Article III, Division 3 of this Code of Ordinances.
 - e. If the City Council refers the appeal to a Hearing Officer, the protesting bidder must attend the Hearing Officer hearing. City staff and the bidder will be provided an opportunity to present their position on the bid protest appeal and evidence to the Hearing Officer. The Hearing Officer will determine whether the appeal is with or without merit and provide a recommendation to the City Council as to whether or not the City Council should revise its prior decision.
 - f. The City Council shall have final decision-making authority on all award protest appeals.
- (2) The bid protest bond shall be forfeited to the City if one of the following occurs:
- a. The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;
 - b. The bid protest appeal is determined to be without merit or non-valid by the City Council, or
 - c. The bidder who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Officer meeting.

Sec. 2-30. – Local Business Preference

(a) Excepted as provided in this division or as may be exempted by applicable State or Federal law, a local business preference shall apply to all purchases or acquisitions of products, materials, and services of the City of Palm Coast. Local Business Preference, as defined in Section 1 of this Ordinance, shall meet the established criteria set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified Palm Coast persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified local Palm Coast business being awarded the contract, at the amount of the submitted quote or bid, if the local Palm Coast vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.

(b) If the Local Business Preference does not result in the Palm Coast business being awarded the contract, then the Local Business Preference applies to persons, firms, and/or corporations residing or located in Flagler County, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified Flagler County business being awarded the contract, at the amount of the submitted quote or bid, if the local vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.

(c) Local Business Preference Amounts and Limit are as follows:

- (1) Five percent (5%) of the net quote or bid price up to \$200,000.00 as referenced on the quote tabulation or bid price schedule.
- (2) Three percent (3%) of the net bid price above \$200,000.00 as referenced on the bid price schedule.
- (3) The total local business preference shall be limited to \$20,000.00 for each quote or project.

Example: Local Business Bid of \$250,000 would be provided a Local Business Preference of \$11,500.00. $((5\% \times \$200,000.00) + (3\% \times \$50,000.00))$

(d) To qualify as a Palm Coast person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

(e) To qualify as a Flagler County person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the request for a quote or formal bid solicitation

(Post office boxes do not qualify as a verifiable business address).

(f) Local Business Preference shall not apply to:

- (1) Purchases that are funded in whole or part by assistance from any federal, state, or local agency that disallows local preference;
- (2) Purchases exempt from obtaining quotes or soliciting formal proposals or bids as described in Sec. 2-25. – Exemptions to Quotes and Formal Solicitations.

- (g) The local business preference established in this section does not prohibit the right of the City Council or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.
- (h) Application of local businesses preference to a particular purchase, contract, or category of contracts for which the City Council is the awarding authority may be waived upon written justification and recommendation by the City Manager and approval of the City Council.
- (i) The local business preference established in this section does not prohibit the City Council, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the local business preference.

Sec. 2-31 – Public-Private Partnerships

- (a) The submission by private entities and the processing by City of public-private partnership (P3) Proposals, whether solicited or unsolicited, shall be in accordance with Section 255.065 Florida Statutes.
- (b) The City Manager may establish a reasonable application fee for the submission of unsolicited P3 proposals. If the initial application fee does not cover the City's costs to evaluate the unsolicited proposal, the City Manager may request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the noticed request. The City may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts. If the City does not evaluate the unsolicited proposal, the City must return the application fee.
- (c) The City Manager or designee shall have the authority to decide whether to evaluate any unsolicited proposals. Should the City Manager or designee decide not to evaluate the unsolicited proposal, the City shall return the evaluation fee.
- (d) The City Manager or designee shall have the authority to solicit proposals from other parties in accordance with Section 255.065 Florida Statutes for the same or similar P3 concept of any unsolicited proposal, whether or not the unsolicited proposal has been evaluated.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are

severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 21st day of April 2026.

ADOPTED on second reading after due public notice and hearing this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY



**THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164**

**BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)**

**Meeting Date: May 5, 2026
Ordinance Number: 2026-XX
Posted To Webpage: April 21, 2026**

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA,
AMENDING CHAPTER 2, ARTICLE 1, DIVISION 3-PURCHASES AND CONTRACTUAL
SERVICES SECTIONS 2-24 THROUGH 2-31; OF THE *CODE OF ORDINANCES OF THE
CITY OF PALM COAST*; CREATING SECTION 2-23 "DEFINITIONS" PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR DEFINITIONS;
CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

- ☐ 1. Ordinances required for compliance with federal or state law or regulation;
- ☐ 2. Ordinances relating to the issuance or refinancing of debt;
- ☐ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- ☐ 5. Emergency ordinances;
- ☒ 6. Ordinances relating to procurement; or
- ☐ 7. Ordinances enacted to implement the following:
 - ☐ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

___ b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

___ c. Sections 190.005 and 190.046;

___ d. Section 553.73, relating to the Florida Building Code; or

___ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.)

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A

(c) An estimate of the City of Palm Coast's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance.

Part IV. Additional Information (if any):

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: M.1

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: AGENDA WORKSHEET AND CALENDAR	
Presenter:	
Attachments: 1. Agenda Worksheet 2. Calendar	
Background:	
Recommended Action: AGENDA WORKSHEET AND CALENDAR	

	May 12, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	Review Authority, Enforcement, and Procedures - Chapter 2 LDC	Papa/Duffy
Presentation	Tree Preservation, Buffers, and Enforcement - Chapter 11 LDC	Picatagi, Rodriguez, Mini
Presentation	Duplex Zoned Lot	Lens/Nguyen
Presentation	Affordable Housing Study	Papa/Gonzalez
Presentation	SAP Evaluation Workshop	Kershaw/Berryhill
Presentation	Pavement Management Program - FY26 Update	Kehoe/Gibson
Presentation	Stormwater Annual Update	Stevens/Morales
Presentation	Proposed Charter Amendments	Duffy
Presentation	Health Insurance Options	Fuller
	May 19, 2026 Business Meeting (9 a.m.)	PRESENTER
Proclamation	Water Safety Month	Council
Proclamation	National Public Works Week	Council
Resolution	Prosperity 2025 Adoption	McKinney/NEFRC
Resolution	Evaluation of SR 100 Community Development	McKinney/Zobler
Resolution	Flagler County Housing Services	Paradowski, Byrer, Gonzalez
Ordinance 1st	Charter Amendments	Duffy
Ordinance 2nd	Palm Coast Park MPD Amendment	Lens
Resolution	Approving a Work Order for Borroughs Stormwater Park Study	Morales
Resolution	Purchase of a Pontoon Excavator for Stormwater Maintenance	Stevens
Resolution	Surplus Lands	Smith
Resolution	ROW Purchase Agreement - DCI Belle Terre/SR 100	Smith
Resolution	MSA for Wastewater System Program Management & Engineering Services	Roche
Resolution	ITMS Field Lighting	Gebo
Resolution	Budget Amendment	Alves
	May 26, 2026 Optional Workshop (6 p.m.)	PRESENTER
	June 2, 2026 Business Meeting (6 p.m.)	PRESENTER
Ordinance 1st	West Parcel Annexation	Nguyen/Papa
Ordinance 1st	Western Parcel FLUM	Papa
Ordinance 1st	Western Parcel MPD	Papa
Ordinance 1st	Western Parcel Abandonment of the DRI	Papa
Resolution	SAP Adoption	McGlothlin
Ordinance 2nd	Charter Amendments	Duffy
	June 9, 2025 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	File of Life Initiative	Commissioner Carney
Presentation	Overview of Property Taxes and TRIM	Financial Services
Presentation	Zoning Dimensional Standards - LDC Chapter 3	Lens, Hanson
Presentation	Conditions for Limited Specific Uses and Activities - LDC Chapter 4	Hanson, Gonzalez, Lens, Doak
Presentation	Glossary - LDC	Planning
	June 16, 2026 Business Meeting (9 a.m.)	PRESENTER
Ordinance 1st	Lakeview Estates FLUM Amendment	Hanson
Ordinance 1st	Lakeview Estates MPD Amendment	Hanson
Resolution	YMCA Agreement	Hirst
	June 23, 2026 Optional Workshop (6 p.m.)	PRESENTER
	July 7, 2026 Business Meeting (6 p.m.)	PRESENTER
Proclamation	Parks & Rec Month	Council
Ordinance 2nd	Lakeview Estates FLUM Amendment	Hanson
Ordinance 2nd	Lakeview Estates MPD Amendment	Hanson
	July 14, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	Proposed General Fund, Facilities, IT Budget & TRIM Rate Discussion	Financial Services
Presentation	LDC Wrap Up	Nguyen
Presentation	Review of Code Enforcement Sections Related to Animal Control	Grossman
Resolution	Initial Nuisance Abatement	Grossman
	July 21, 2026 Business Meeting (9 a.m.)	PRESENTER
Resolution	Adopt Proposed Millage Rate (TRIM Rate)	Financial Services
Ordinance 1st	Magnolia Trace (OARE) MPD Amendment	Papa
Ordinance 1st	Adoption of the LDC	Nguyen
Resolution	Initial Nuisance Abatement	Grossman
Resolution	Flagler Landings Technical Site Plan Tier 3	Hanson

Resolution	Flagler Landings Proportionate Share Agreement	Nguyen
	July 28, 2026 Special Budget Workshop (1 p.m.)	PRESENTER
Presentation	Proposed Water and Wastewater Utility, Stormwater, Collection and Sanitation, IT Enterprise & Building Fund Operating Budgets	Financial Services
	August 4, 2026 Business Meeting (6 p.m.)	PRESENTER
Ordinance 2nd	West Parcel Annexation	Nguyen/Papa
Ordinance 2nd	Western Parcel FLUM	Papa
Ordinance 2nd	Western Parcel MPD	Papa
Ordinance 2nd	Western Parcel Abandonment of the DRI	Papa
Ordinance 2nd	Adoption of the LDC	Nguyen
	August 11, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	5 Year Capital Improvement Plan and Fleet Proposed Budgets	Financial Services
	August 18, 2026 Business Meeting (9 a.m.) - TENTATIVELY CANCEL - PRIMARY ELECTION DAY	PRESENTER
	August 25, 2026 Optional Workshop (1 p.m.)	PRESENTER
Presentation	Final Proposed Budget for FY 2027 (All Funds)	Financial Services
	September 1, 2026 Business Meeting (6 p.m.)	PRESENTER
	September 8, 2026 Workshop (9 a.m.)	PRESENTER
	Cultural Art Grant Recommendation	Hirst/FC3
	September 9, 2026 Budget Hearing (5:15 p.m.)	PRESENTER
	September 15, 2026 Business Meeting (9 a.m.)	PRESENTER
Proclamation	Hispanic Heritage Month	Council
	September 22, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	September 23, 2026 Final Budget Hearing (5:15 p.m.)	PRESENTER
	October 6, 2026 Business Meeting (6 p.m.)	PRESENTER
	Cultural Art Grant Recommendation	Hirst
	October 13, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	October 20, 2026 Business Meeting (9 a.m.)	PRESENTER
	October 27, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	November 3, 2026 Business Meeting (ELECTION DAY)	PRESENTER
	November 10, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	November 17, 2026 Business Meeting (9 a.m.)	PRESENTER
	November 24, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	December 1, 2026 Business Meeting (6 p.m.)	PRESENTER
	December 8, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	December 15, 2026 Business Meeting (9 a.m.)	PRESENTER

	December 22, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	Future	PRESENTER
Resolution	Memorandum of Understanding - Co-location for PCFD and Flagler County Fire Rescue	Berryhill
Ordinance	Pile Burning	Berryhill
Presentation	Right-of-Way	Buckley
Resolution	Belle Terre / SR 100 Intersection Study	Castello
Resolution	Belle Terre / Seminole Woods Intersection Study	Castello
Resolution	Occupational Services	Fuller
Resolution	Belle Terre Park Master Plan Study	Gebo
Resolution	City Hall Exterior Modifications	Gebo
Resolution	Red Mill Pointe - MPD	Hanson
Resolution	Loop Road Phase 2 - FEC Utility Line Agreements	Kehoe/Crawford
Resolution	Loop Road Phase 2 & 4 Wetland Mitigation Credit Purchase Agreement	Kehoe/Crawford
Resolution	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingency	Kehoe/Crawford
Resolution	FY 26 Microsurfacing Contract	Kehoe/Gibson
Resolution	Soleta Lakes - Subdivision Master Plan	Lens
Resolution	Soleta Lakes - Land Exchange Agreement	Lens
Resolution	Cell Tower - Seminole Woods	Lens/Mobley
Resolution	City-Wide Real Time Flood Forecasting	Morales
Resolution	Saltwater Canal Design Status	Morales
Resolution	Ditch 10 / Graham Swamp Waterway Expansion - Design	Morales
Resolution	B-1, B-2, & B-3 (Pop offs for Bellaire Waterway) - Design	Morales
Resolution	Dry Lake Improvements (off-site improvements) - Design	Morales
Resolution	Structure Repairs	Morales
Resolution	W-1 Weir Replacement & Upgrade - Design	Morales
Resolution	Lehigh Canal Extension - Study	Morales
Resolution	Pipe Lining	Morales
Resolution	Interlocal Agreement TPO Urban Boundary Expansion	Nguyen
Resolution	Belle Terre Estates	Nguyen
Resolution	Joint Planning Agreement	Papa/Nguyen
Presentation	Alternative Water Sources	Roche
Resolution	Matanzas/Belle Terre Intersection (Right of Way)	Smith/Crawford
Resolution	Seminole Woods ICI	Smith/Nguyen
Resolution	Kensington Right of Way Agreement	Smith/Nguyen



Meeting Calendar for 5/12/2026 through 12/29/2026

5/12/2026

City Council Workshop
City Hall

5/19/2026

City Council Business Meeting
City Hall

6/2/2026

City Council Business Meeting
City Hall

6/9/2026

City Council Workshop
City Hall

6/16/2026

City Council Business Meeting
City Hall

7/7/2026

City Council Business Meeting
City Hall

7/14/2026

City Council Workshop
City Hall

7/21/2026

City Council Business Meeting
City Hall



Meeting Calendar for 5/12/2026 through 12/29/2026

7/28/2026

City Council Budget Workshop
City Hall

8/4/2026

City Council Business Meeting
City Hall

8/11/2026

City Council Workshop
City Hall

8/18/2026

City Council Business Meeting
City Hall

8/25/2026

City Council Workshop Meeting
City Hall

9/1/2026

City Council Business Meeting
City Hall

9/8/2026

City Council Workshop
City Hall

9/9/2026

City Council Budget Hearing
City Hall



Meeting Calendar for 5/12/2026 through 12/29/2026

9/15/2026

City Council Business Meeting
City Hall

9/23/2026

City Council Budget Hearing
City Hall

10/6/2026

City Council Business Meeting
City Hall

10/13/2026

City Council Workshop
City Hall

10/20/2026

City Council Business Meeting
City Hall

11/10/2026

City Council Workshop
City Hall

11/17/2026

City Council Business Meeting
City Hall

12/1/2026

City Council Business Meeting
City Hall



Meeting Calendar for 5/12/2026 through 12/29/2026

12/8/2026

City Council Workshop
City Hall

12/15/2026

City Council Business Meeting
City Hall