



## Greater Boca Raton Beach & Park District

300 South Military Trail, Boca Raton, Florida 33486  
Telephone: (561) 417-4599 Telefax: (561) 347-3945  
www.mybocaparks.org

### Board of Commissioners

Craig F. Ehrnst  
Steven M. Engel  
Robert K. Rollins, Jr.  
Susan Vogelgesang  
Erin A. Wright

### **REGULAR MEETING of the BOARD OF COMMISSIONERS October 15, 2018 ~ 5:15 P.M. REVISED AGENDA**

#### **ROLL CALL:**

#### **CHANGES TO AGENDA:**

#### **PUBLIC REQUESTS:**

#### **APPROVAL OF MINUTES OF PREVIOUS BOARD MEETINGS:** - None

#### **REGULAR BUSINESS:**

1. Sugar Sand Park – Playground Surface Update
2. Swim & Racquet Center - Bridge Inspection
3. Swim & Racquet Center- Thorguard Lightning System
4. ADA Compliance and Mobile Compatibility Work Order for 7 District Websites **1**
5. Patch Reef Park -Artificial Turf Request for Bids
6. Patch Reef Park- Tennis Courts

#### **APPROVAL OF PAYROLL AND INVOICES:**

**8**

#### **REPORTS AND DISCUSSION ITEMS:**

**Executive Director  
District Counsel  
Commissioners**

#### **FUTURE AGENDA ITEMS:**

#### **ADJOURNMENT:**

**NOTICE:** Anyone wanting to appeal an official decision made on any subject at the meeting must have a verbatim record of the meeting, and the appeal must include the testimony and evidence on which the appeal is based.



## Greater Boca Raton Beach & Park District

All estimates are valid for ten (10) business days from the date of this document.

Description	Price
<p><b>Website Design and Implementation</b></p> <p>Redesign a new website template for the family of Greater Boca Raton Beach and Park District and upgrade the content management system to the latest version, TrustedPartner Open.</p> <ul style="list-style-type: none"><li>• New design will be optimized for mobile and desktop users (responsive)</li><li>• New design will comply with the WCAG 2.0 Priority A standard for ADA compliance</li></ul> <p>Once the new design template is created. Achieve will design a website theme based on the new template for each of the six (6) existing websites and one (1) new website for the new golf course that is under development.</p> <p>Each website will be built on the TrustedPartner Open content management system using the newly designed theme and existing website <i>page editor</i> pages will be migrated to the new websites.*</p> <p>The completed websites will have the features outlined in the attached list of Standard Website Features (see Appendix A).</p> <p><b>In addition to the standard website feature the sites may include the following advanced features:</b></p> <ul style="list-style-type: none"><li>• The sites will include links to WebTrac for any ticket purchases, reservations or other transactions.</li><li>• The sites may include an animated statistics ticker on the home page if desired.</li></ul>	<p>\$42,000</p>

# WORK ORDER #20180914

Description	Price
<b>Custom Feature For Willow Theatre Website - Seat View</b>	\$3,500
<p>To help customers with seat selection, a seating chart will be presented to the user with specific seats highlighted on the image. If a user clicks on one of the highlighted seats they will see a photo of the view from the selected seat in the theater. Note: Client will be responsible for providing the original seating chart graphic and all desired photos to support this feature.</p> <p>* This feature would not meet WCAG 2.0 Compliance and would have restricted features on a mobile device.</p>	
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<b>Additional Hosting and Support Fees</b>	
<p>The current hosting and support fees will increase by \$199 upon delivery of the newly added Golf Course website.</p>	
<b>Total</b>	<b>\$45,500</b>

## Changes to Scope of Work

Consultant will provide a written estimate for any change or additional features requested. Client must approve any changes prior to work beginning. Any additional features requested will be billed at the discounted rate of \$175 per hour for this project.

\*Website form submissions and articles are not included in content migration.

## Payment Terms

- A deposit payment of \$22,750 is due prior to the start of the project.
- A progress payment of \$9,100 is due at Design Approval.
- A progress payment of \$1,300 is due upon Delivery, not launch of each of the seven websites.
- A final payment of \$650 is due upon Acceptance or launch of each of the seven websites.

Design approval is achieved when the master template homepage, breakpoints (desktop, tablet, mobile views) and sample interior content page are approved. Delivery is achieved when your site design has been finalized and your TrustedPartner account is activated. Acceptance is after Delivery, at the point where Achieve has received and processed client feedback and the website is ready for launch.

Submitted by: Achieve Agency - Cara Biggs

Accepted by: Greater Boca Raton Beach & Park District - Briann Harms

  
4/10/2018

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Briann Harms

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Robert Rollins

Submitted on: October 04, 2018

Accepted on: October 15, 2018

# Agreement for Services

This is an agreement between Greater Boca Raton Beach & Park District, herein referred to as "Client," and Achieve Agency, LLC, herein referred to as "Consultant," for the performance of the services described above.

## Parties and Relationship

Consultant enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Consultant agrees that it is not and will not become an employee, partner, agent, or principal of Client while this Agreement is in force.

Consultant is responsible for paying when due all federal, state and local taxes, including estimated taxes, incurred as a result of the payments paid by Client to Consultant.

## Scope of Work

Consultant agrees to perform consulting services (the "Services") for Client as described in the Scope of Work of this Proposal.

## Changes

If at any time Client desires to add to or change the Specification, it shall submit to Consultant a written proposal specifying the desired additions ("Additions"). Consultant will submit to Client a written response to the requested Additions. Consultant's written response shall include a statement of the availability of Consultant's personnel and resources to implement the Client Additions, any impact the Client Additions will have on the costs and/or changes in delivery dates set forth therein.

Additional costs or changes in the Delivery Schedule caused by the Additions shall be agreed to in writing and signed by authorized representatives of both Client and Consultant, whereupon Consultant is authorized to commence performance in accordance with it. All such signed agreements and authorizations shall be deemed modifications of this Agreement.

## Fees for Services

The fees due for the scope of work described in this proposal shall be in accordance with the Investment section of this proposal.

Consultant Fee does not include cost of printing, ad placement, travel or other reimbursable expenses. Travel and other reimbursable expenses will be billed as incurred. Any travel or other expenses must be approved by Client in advance. Client agrees to pay for Consultant's meals, travel costs, travel time, accommodations, telephone calls, stationery, supplies, etc., associated with the consulting services described within the agreement.

## Payments

Consultant will submit invoices for payment according to the schedule outlined in the Payment Terms section of the proposal. The fees can be paid with a check, or EFT money order. Please submit payment with the attached invoice. Checks should be made payable to Achieve.

A late fee of 5% will be assessed if any payment is received more than 30 days past the due date.

## Client Materials

With respect to any materials provided to Consultant, Client has authorization for the unrestricted use of such materials in connection with the development and use of the software product described herein. The use by Consultant of any Client Materials will not violate the rights of any third party and will not give rise to any claim of such violation.

## Termination

**Termination Upon Notice** - Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time by giving forty-five (45) days written notice.

**Termination for Default** - The non-breaching party may terminate the contract upon a default by the other party.

Upon termination Client shall pay Consultant the fair development costs incurred to date of termination whereupon all rights and licenses granted to Client by Consultant under this Agreement shall continue and survive free of royalties and without any additional payment.

### Termination by Client

Client may terminate this Agreement upon expiration of fourteen (14) calendar days following written notice to Consultant of a default in the performance of any of its other obligations under this Agreement, provided that Consultant has not remedied the default as otherwise provided herein; or at any time upon thirty (30) days written notice.

If Client terminates this Agreement, Client shall pay Consultant the fair development costs incurred to date of termination whereupon all rights and licenses granted to Client by Consultant under this Agreement shall continue and survive free of royalties and without any additional payment.

### Termination by Consultant

If Client fails to make any payment when due under this Agreement, Consultant may terminate this Agreement by giving Client fifteen (15) calendar days prior written notice of its intent to terminate if such default is not remedied, as long as Consultant is not in default at that time of its obligations under this Agreement.

If Consultant terminates this Agreement because of Client's failure to make a payment hereunder after the notice and cure periods provided herein, Consultant shall be relieved from any further responsibility for the continued operation of the Application.

## **Confidentiality**

It is understood that in the performance of their duties, Consultant will obtain information about Client and its members, donors and staff, and that such information may include financial data, donor histories, policy statements and other confidential data. Consultant agrees to restrict its use of such information to the performance of duties described in this agreement. Contractor further agrees to return to Client upon completion of their duties any and all documents belonging to Client.

## **Notices**

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or by ordinary service of process.

## **Hiring of Consultant**

Hiring of Consultant employees, or former employees within twelve months of termination of their employment with Consultant, in any capacity outside of the scope of this agreement is prohibited without prior written permission from the officers of Achieve Agency LLC. If this clause is breached, Client agrees to compensate Consultant the greater of \$30,000 or 50% of the negotiated annual starting salary of the employee.

## **Entire Agreement**

This Agreement, including any attached exhibits, contains the entire agreement between the parties with respect to the subject matter and shall supersede any and all prior communications, representations, agreements, and/or undertakings, either verbal or written, between the parties with respect to the subject matter. Any amendment or other modification of any of the terms and provisions of this Agreement must be in writing and signed by duly authorized representatives of the parties.

## **Partial Invalidity**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall not affect the other provisions of the contract.

## **Attorney's Fees**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, Attorney's Fees shall be added to the amount collectible, and the party against whom judgment is found will be responsible for paying those fees of both parties.

## **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue of any dispute resolution arising from or resulting from this contract shall be Palm Beach County, Florida. The parties agree to arbitrate any dispute, and to use the Commercial Rules of the American Arbitration Association. This arbitration will be confidential and not open to the public.

## **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall Consultant be liable for any lost revenues or profits or other special, indirect, incidental, consequential, exemplary or punitive damages, however caused and regardless of theory of liability, even if Consultant has, or should have had any knowledge, actual or constructive, of the possibility of such damages. In no event will Consultant's cumulative total liability under this Agreement exceed the amounts paid by Client to Consultant pursuant to this Agreement.



**GREATER BOCA RATON BEACH & PARK DISTRICT  
CASH DISBURSEMENTS FOR BOARD APPROVAL  
FOR FISCAL YEAR ENDING 9-30-19**

<u>DATE</u>	<u>CHECK #</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<b>Payroll</b>				
10/12/2018				13,442.07
<b>New Invoices</b>				
10/15/2018	2617	Mummaw + Associates	SARC Misc. Additional Services	5,176.25
10/15/2018	2618	United Site Services	Swim & Racquet -ADA Trailer OPT8ST-11/18/16-12/17/18	665.00
10/15/2018	2619	United Site Services	SARC-Office Trailer 9/13/18-10/12/18	450.00
10/15/2018	2620	Southern Hills, Inc.	Meetings with Tom Fazio and/or Wayne Branthwaite	501.40
10/15/2018	2621	Terracon	BNGC- Geotechnical Engineering Services	12,800.00
10/15/2018	2622	John A. Grant, Jr., Inc.	SARC- Invoice #8	3,908.75
10/15/2018	2623	Craig Ehrnst	NRPA Travel Expenses	1,225.29
10/15/2018	2624	FPL	PRP- Estimate for Power Relocation	1,500.00
				26,226.69
<b>Regular Invoices</b>				
10/15/2018	2625	Craig F. Ehrnst	Compensation: September 2018	320.00
10/15/2018	2626	Steven M. Engel	Compensation: September 2018	320.00
10/15/2018	2627	Robert K. Rollins, Jr.	Compensation: September 2018	320.00
10/15/2018	2628	Susan Vogelgesang	Compensation: September 2018	320.00
10/15/2018	2629	Erin A. Wright	Compensation: September 2018	320.00
10/15/2018	2630	FL Municipal Insurance Trust	Employee Health Insurance - October 2018	2,515.26
				4,115.26
				<u>\$ 43,784.02</u>