



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 04, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Christopher McVoy

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes

AGENDA - Additions / Deletions / Reordering:

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - November 16, 2021](#)
- B. [Regular Meeting - December 7, 2021](#)
- C. [Special Meeting - December 14, 2021](#)

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

- A. [ESRI Geographic Information System \(GIS\) Enterprise Agreement Renewal](#)
- B. [Third Amendment to Economic Development Incentive Agreement with The Mid](#)
- C. [Level 3 Communications, LLC Pole Attachment and Settlement Agreement](#)
- D. [Resolution No. 03-2022 Adopting the Palm Beach County Revised Local Mitigation Strategy Plan](#)
- E. [Authorize Second Amendment with Mock Roos & Associates, Inc. for Engineering Design and Construction Management Services for the City's Neighborhood Street Program](#)
- F. [Authorize Subrecipient Agreement with State of Florida Department of Economic Opportunity \(FDEO\) for a grant for the Water Treatment Plant Roof Evaluation and Replacement Project](#)

PUBLIC HEARINGS:

- A. [Resolution No. 04-2022 - Public Hearing - Approve a Historic Preservation Ad Valorem Tax Exemption for the property located at 1020 South Lakeside Drive](#)

NEW BUSINESS:

- A. [Resolution No. 01-2022 updating the City of Lake Worth Beach's travel policy](#)
- B. [Resolution No. 02-2022 – Hazard Mitigation Grant Program Application for South Palm Park Resiliency Project](#)
- C. [Agreement with Siemens Energy, Inc. for the purchase of 145kV high voltage breakers](#)
- D. [Agreement with Southern States LLC, for the purchase of 138kV switches](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

January 12 - pre-agenda work session @ 9 AM
January 18 - regular
January 25 - electric
January 26 - pre-agenda work session @ 9 AM
January 26 - work session (beach complex) @ 4 PM

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, NOVEMBER 16, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:12) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:29) led by Vice Mayor Herman Robinson.

PLEDGE OF ALLEGIANCE: (0:56) led by Commissioner Christopher McVoy.

AGENDA - Additions/Deletions/Reordering: (1:25)

New Business J, Discussion regarding advisory boards and New Business K, Discussion regarding property at 821 S. Dixie Highway were added to the agenda.

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

PRESENTATIONS: there is no public comment on Presentation items)

A. House Appropriations Update by Richard Pinsky (2:09)

Action: Consensus for the City Attorney to craft a resolution in opposition to State bills contrary to Home Rule.

B. Mango Groves Neighborhood Association Presentation (17:44)

C. Proclamation recognizing 2021 Transgender Day of Remembrance (28:25)

D. Proclamation declaring November 27, 2021 as Small Business Day (30:27)

E. Proclamation declaring December 1, 2021 as World AIDS day (33:46)

COMMISSION LIAISON REPORTS AND COMMENTS: (39:08)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES: (48:46)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the following minutes:

A. Work Session - October 21, 2021

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

CONSENT AGENDA: (49:10) (public comment allowed during Public Participation of Non-Agendaed items)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to approve the Consent Agenda:

A. Resolution No. 82-2021 – authorizing the execution of a Library Services and Technology Act (LSTA) grant award

B. Accept and Approve the Parking Revenue Audit Report

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

PUBLIC HEARINGS: (49:23)

A. Ordinance No. 2021-13 and Ordinance No. 2021-14 – Second Reading – amending the Future Land Use Map (FLUM) amendment (Ordinance 2021-13) and the Zoning Map (Ordinance 2021-14) on behalf of the PBC School District as follows: (1) a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU; and (2) a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road (53:00)

City Attorney Goddeau read the ordinances by title only.

ORDINANCE NO 2021-13 OF THE CITY OF LAKE WORTH BEACH, FLORIDA AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF SINGLE FAMILY RESIDENTIAL (SFR) TO THE PUBLIC (P) FLU DESIGNATION ON PROPERTIES GENERALLY LOCATED AT THE NORTHWEST CORNER OF BARTON ROAD AND 16TH AVE SOUTH AT 1509 BARTON ROAD, 1511 BARTON ROAD, 1515 BARTON ROAD, AND 1421 BARTON ROAD AND MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

ORDINANCE NO. 2021-14 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT

OF SINGLE FAMILY – RESIDENTIAL (SF-R) TO PUBLIC (P) ON PROPERTIES GENERALLY LOCATED AT THE NORTHWEST CORNER OF BARTON ROAD AND 16TH AVE SOUTH AT 1509 BARTON ROAD, 1511 BARTON ROAD, 1515 BARTON ROAD, AND 1421 BARTON ROAD, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Ordinance 2021-13 amending the Future Land Use Map on behalf of the PBC School District from the Single Family Residential (SFR) FLU to the Public (P) on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to approve Ordinance 2021-14 amending the Zoning Map (Ordinance 2021-14) on behalf of the PBC School District rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

B. Ordinance 2021-09 - First Reading – Deletion of administrative appeals process to the City Commission for land development decisions (52:02)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE 2021-09 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REMOVING THE CITY COMMISSION AS THE ADMINISTRATIVE APPELLATE AUTHORITY FOR LAND DEVELOPMENT REGULATION DECISIONS MADE BY THE HISTORIC RESOURCES PRESERVATION BOARD AND PLANNING AND ZONING BOARD BY AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 2, “ADMINISTRATION,” DIVISION 1, “SUPPLEMENTAL REGULATIONS,” DIVISION 1, “DECISIONMAKERS,” SECTIONS 23.2-1, 23.2-7, 23.2-8, AND 23.2-9; DIVISION 2, “PROCEDURES,” SECTIONS 23.2-15, 23.2-16, AND 23.2-17; DIVISION 3, “PERMITS,” SECTIONS 23.2-27, 23.2-29, 23.2-30; ARTICLE 5, “SUPPLEMENTAL REGULATIONS,” SECTION 23.5-1 AND 23.5-4; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Ordinance 2021-09 on first reading and set the second reading and public hearing for December 7, 2021.

Vote: Voice vote showed: AYES: Vice Mayor Robinson and Commissioner Malega. NAYS: Mayor Resch, and Commissioners McVoy and Stokes. **MOTION FAILED.**

Ordinance No. 2021-21 – Second Reading – Ballot language to allow a candidate to concede without forcing a run-off election. (1:35:22)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-21 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 4 OF ARTICLE V OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE A CANDIDATE WHO QUALIFIES FOR A RUN-OFF ELECTION THE OPTION OF CONCEDED THE RUN-OFF ELECTION WITHIN A TIME CERTAIN; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve Ordinance 2021-21 allowing a candidate to concede without forcing a run-off election.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

C. Ordinance No. 2021-22 – Second Reading – Ballot language for changing to single-member district voting, with the mayor remaining at-large (1:39:15)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-22 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 1 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE FOR SINGLE-MEMBER DISTRICT VOTING WHEREIN EACH COMMISSIONER SHALL BE ELECTED BY THE ELECTORS RESIDING IN HIS OR HER OWN DISTRICT AND WITH THE MAYOR CONTINUING TO BE ELECTED BY THE ELECTORS OF THE CITY-AT-LARGE; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Ordinance 2021-22 changing to single-member district voting, with the mayor remaining at-large.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega and Stokes. NAYS: Commissioner McVoy.

D. Ordinance No. 2021-24 – Second Reading – Ballot language regarding the filling of commission vacancies (1:51:36)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-24 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 5 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE THAT A VACANCY ON THE CITY COMMISSION, WHEN THERE ARE LESS THAN SIX MONTHS REMAINING IN THE UNEXPIRED TERM OR LESS THAN SIX MONTHS BEFORE THE NEXT REGULAR CITY ELECTION, SHALL BE FILLED BY THE REMAINING MEMBERS NO LATER THAN 24 HOURS PRIOR TO THE OPENING OF THE QUALIFYING PERIOD; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Ordinance 2021-24 setting the filling of commission vacancies to occur no later than 24 hours prior to the beginning of qualifying.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

UNFINISHED BUSINESS: (1:52:48)

- A. Discussion regarding a traffic calming policy (1:54:32)
- B. Resolution No. 83-2021 – Fiscal Year 2022 operating budget amendment providing \$50,000 from the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership with the Legal Aid Society of PBC, Inc. (2:24:00)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 83-2021, SECOND BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve Resolution No. 83-2021 appropriating \$50,000 from the ARPA Funds to support a partnership with the Legal Aid Society of PBC.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- C. Ordinance No. 2021-20 – First Reading – Ballot language for setting term limits of two consecutive terms for a given seat by referendum on March 8, 2022 (2:25:17)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-20 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 2 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE TERM LIMITS FOR THE POSITIONS OF MAYOR AND COMMISSIONER; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance No. 2021-20 on first reading and set the second reading and public hearing for December 7, 2021.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega and Stokes. NAYS: None. ABSENT: Commissioner McVoy.

The meeting recessed at 8:26 PM and reconvened at 8:36 PM.

NEW BUSINESS: (2:35:40)

A. Purchase authorization for Quicklime from Lhoist North America of Alabama, LLC for the Water Treatment Plant (2:35:47)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve the purchase authorization for Quicklime from Lhoist North America of Alabama, LLC for the Water Treatment Plant.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

B. First Amendment to Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control (2:36:15)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the First Amendment to Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

C. Agreement with Odyssey Manufacturing Co. to purchase 50% Caustic Soda for water treatment and odor control (2:36:50)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to approve the agreement with Odyssey Manufacturing Co. to purchase 50% Caustic Soda for water treatment and odor control.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- D. Work Order #2 and Second Amendment with B&B Underground Construction, Inc. for emergency sewer main repair (2:37:25)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to ratify Work Order #2 and the Second Amendment with B&B Underground Construction, Inc. for emergency sewer main repair.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- E. Purchase Order with Alan Jay Fleet Sales for the procurement of fleet replacement vehicles (2:38:25)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the Purchase Order with Alan Jay Fleet Sales for the procurement of fleet replacement vehicles.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- F. Purchase Order with Nextran Truck for the procurement of a new Front Load Garbage Truck (2:39:38)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the Purchase Order with Nextran Truck for the procurement of a new Front Load Garbage Truck.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- G. Purchase Order with Orlando Freightliner for the procurement of a new Rear Steer Garbage Truck (2:40:36)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the Purchase Order with Orlando Freightliner for the procurement of a new Rear Steer Garbage Truck.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- H. Resolution No. 84-2021 – FY 2022 Third Budget Amendment of the Five-Year Capital Plan to reflect the additional funding and appropriation for the Memorial Park Pavilion Renovation capital project (2:41:36)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 84-2021, THIRD BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY

OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Resolution No. 84-2021 – authorizing a budget amendment to increase the funding and expenditures for the Memorial Park Pavilion Renovation Project.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

I. Umdasch/DOKA Settlement (2:42:19)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the Settlement Agreement with Umdasch Real Estate USA, LTD. Corp. (Doka Development) with the following three amendments: business outdoors to end at 6:30 PM, the entire wall to be eight feet and providing results of the noise evaluation.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega and Stokes. NAYS: Commissioner McVoy.

J. (added and reordered to New Business J from New Business K) Discussion regarding property at 821 S. Dixie Highway (3:31:31)

Action: Consensus to begin negotiations to purchase the property at 821 S. Dixie Highway and bring a term sheet to the next meeting.

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to extend the meeting until 11:00 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

K. (added and reordered to New Business K from New Business J) Discussion regarding advisory boards (3:49:31)

Action: Consensus to have one-year board terms after which the board member could be reappointed or not with appointments on a quarterly basis and as needed, to bring a resolution to sunset the C-51 Canal Advisory Board as well as establish a new board with seven members to the next available meeting, to require financial disclosures from the Finance Advisory Board/Electric Utility Advisory Board/all boards, to set requirements to serve on the Recreation Advisory Board and to bring back suggestions to start a seven member Business Advisory Board.

CITY ATTORNEY'S REPORT:

City Attorney Goddeau did not provide a report.

CITY MANAGER'S REPORT:

Interim City Manager Ruiz did not provide a report.

UPCOMING MEETINGS AND WORK SESSIONS:

November 30 - electric utility
December 7 - regular meeting
December 21 - regular meeting

Draft Agenda - December 7, 2021

ADJOURNMENT: (4:36:23)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to adjourn the meeting at 10:37 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved January 4, 2021.

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 7, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:06) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (2:04) led by Commissioner Sarah Malega.

PLEDGE OF ALLEGIANCE: (2:29) led by Vice Mayor Herman Robinson.

AGENDA - Additions/Deletions/Reordering: (2:44)

Consent I & J, Ratification of Collective Bargaining Agreements between the City of Lake Worth Beach and the Professional Managers & Supervisors Union and the Public Employees Union, New Business J, Agreements with Kleen-Tech Services and Image Janitorial Services and New Business K, Resolution No. 92-2021 - Establishing new Electric Utility Rates and Charges to be Effective January 1, 2022 were added to the agenda. The December 21, 2021 regular commission meeting and accompanying draft agenda were deleted from Upcoming Meetings as the meeting was canceled.

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

PRESENTATIONS: there is no public comment on Presentation items)

A. Presentation by Rep. David Silvers (4:03)

B. Presentation for A Sustainable Solution for Lake Worth Beach by Jill Karlin (20:57)

COMMISSION LIAISON REPORTS AND COMMENTS: (33:34)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (48:22)

APPROVAL OF MINUTES: (59:24)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the following minutes:

- A. Regular Meeting - November 2, 2021
- B. Work Session - November 8, 2021
- C. Pre-Agenda Work Session - November 10, 2021

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

CONSENT AGENDA: (59:34) (public comment allowed during Public Participation of Non-Agendaed items)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to approve the Consent Agenda:

- A. Resolution No. 85-2021 - setting the ballot for the March 8, 2022, General Election
- B. Payments of Fiscal Year 2021 Invoices
- C. Agreement with L.M.C.C. Specialty Contractors, Inc. d/b/a Mims Construction Company to provide board and secure services
- D. Authorize Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501740 for the Lake Osborne Estates Watermain Improvement project
- E. Notification and filing of Floodplain Management Plan Annual Progress Report from City Manager
- F. Resolution No. 86-2021 – adopting the City Traffic Calming Policy
- G. Ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the International Brotherhood of Electrical Workers Local 359-3 (“IBEW”)
- H. Inter-Local Agreement with Treasure Coast Regional Planning Council to undertake a Downtown Property Public Outreach and Master Plan Development Revision
- I. (added) Ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the Professional Managers & Supervisors Union (PMSA)
- J. (added) Ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the Public Employees Union (PEU)

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

PUBLIC HEARINGS: (1:00:32)

- A. Ordinances Nos. 2021-18 and 2021-19 - Second Reading - City-initiated small-scale Future Land Use Map (FLUM) amendment (Ordinance 2021-18) and Zoning Map amendment (Ordinance 2021-19) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach’s Electric Utility requesting a FLUM amendment from the Mixed Use - East (MU-E) FLU to the Public (P) FLU, and a rezoning from the Mixed Use – Dixie Highway (MU-Dixie) zoning district to the Public (P) zoning district on properties located at 706 South H Street and 710 South H Street (1:00:42)
City Attorney Goddeau read the ordinances by title only.

ORDINANCE NO. 2021-18 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF MIXED USE – EAST (MU-E) TO THE PUBLIC (P) FLU DESIGNATION ON PROPERTIES LOCATED AT 706 SOUTH H STREET AND 710 SOUTH H STREET MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FORSEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Ordinance 2021-18 approving a City-initiated small-scale Future Land Use Map (FLUM) amendment.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None

ORDINANCE NO. 2021-19 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF MIXED USE – DIXIE HIGHWAY (MU- DH) TO PUBLIC (P) ON PROPERTIES LOCATED AT 706 SOUTH H STREET AND 710 SOUTH H STREET, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Ordinance 2021-19 approving a Zoning Map amendment on behalf of Dixie Capital Partners LLC.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None

B. Ordinance No. 2021-20 – Second Reading – Ballot language for setting term limits of two consecutive terms for a given seat by referendum on March 8, 2022 (1:06:13)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-20 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 2 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE TERM LIMITS FOR THE POSITIONS OF MAYOR AND COMMISSIONER; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve Ordinance No. 2021-20 -- ballot language for setting term limits of two consecutive terms for a given seat by referendum.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega and Stokes. NAYS: None. ABSENT: Commissioner McVoy.

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS: (1:07:04)

A. First Amendment to the Agreement with Tripp Electric, Inc. for motor and pump repairs (1:07:05)

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve the First Amendment to the Agreement with Tripp Electric, Inc. for motor and pump repairs.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

B. Amend Professional Services Agreement with NZ Consultants to allow for additional expenditure of funds for services (1:07:52)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve amending the Professional Services Agreement with NZ Consultants to allow for additional expenditure of funds for services.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

C. Resolution No. 87-2021 – Fourth Operating Budget Amendment for FY 2022 to increase the professional services agreement with NZ Consultants (1:09:43)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 87-2021, FOURTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to Resolution No. 87-2021 – Fourth Operating Budget Amendment for FY 2022 to increase the professional services agreement with NZ Consultants.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- D. Resolution No. 88-2021 approving the purchase agreement and the lease financing agreement for the new fleet of golf carts (1:10:36)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 88-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH CLUB CAR LLC AND LEASE FINANCING AGREEMENT WITH DE LAGE LANDEN PUBLIC FINANCE LLC FOR THE PURCHASE AND FINANCING OF NEW GOLF CARTS FOR THE MUNICIPAL GOLF COURSE; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Resolution No. 88-2021 approving the purchase agreement and the lease financing agreement for the new fleet of golf carts.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- E. Resolution No. 89-2021 – authorizing the City to reimburse itself for expenditures incurred from projects included in the upcoming bond authorization (1:15:53)

City Attorney Goddeau did not read the resolution.

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, SUPPLEMENTING RESOLUTION NO. 45-2020 OF THE CITY; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$113,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF LAKE WORTH BEACH, FLORIDA CONSOLIDATED UTILITY REVENUE BONDS, SERIES 2020, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL IMPROVEMENTS TO THE CITY'S CONSOLIDATED UTILITY SYSTEM; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING AUTHORIZING A NEGOTIATED SALE OF SAID BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO UPON COMPLIANCE WITH CERTAIN PARAMETERS; APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE PURCHASE OF BOND INSURANCE AND A RESERVE ACCOUNT INSURANCE POLICY AND THE EXECUTION AND DELIVERY OF AN INSURANCE AGREEMENT OR AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CUSTODY AGREEMENT AND AN ESCROW DEPOSIT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Resolution No. 89-2021 – authorizing the City to reimburse itself for expenditures incurred from projects included in the upcoming bond authorization.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

F. Resolution No. 90-2021 - Establishment of Financial Policies and Procedures for the City of Lake Worth Beach (1:18:52)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 90-2021, A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, ESTABLISHING FINANCIAL POLICIES AND PROCEDURES FOR THE CITY OF LAKE WORTH BEACH IN ACCORDANCE WITH FINANCIAL BEST PRACTICES AS ESTABLISHED BY THE GOVERNMENT FINANCE OFFICERS ASSOCIATION; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 90-2021 - Establishment of Financial Policies and Procedures for the City of Lake Worth Beach.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

G. Resolution No. 91-2021 – Fiscal Year 2022 operating budget amendment providing \$1,060,000 from the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a premium pay for essential City employees (1:23:45)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 91-2021, FIFTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to approve Resolution No. 91-2021 – Fiscal Year 2022 operating budget amendment providing \$1,060,000 from the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a premium pay for essential City employees.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

The meeting recessed at 7:27 PM and reconvened at 7:37 PM.

H. Review of Draft Invitation to Negotiate for Lake Worth Beach Redevelopment Project (1:37:21)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the draft Invitation to Negotiate for Lake Worth Beach Redevelopment Project.

Vote: Voice vote showed: AYES: Vice Mayor Robinson. NAYS: Mayor Resch, and Commissioners Malega, McVoy and Stokes.

Action: Consensus to finalize the ITN at a Special Meeting from 5 pm to 6 pm on September 14, 2021.

I. Retention of Audio Recordings (3:03:10)

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to dispose of all formats of meeting recordings that have met seven anniversary years of retention.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

J. (added) Agreements with Kleen-Tech Services and Image Janitorial Services (3:15:01)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to approve the agreements with Kleen-Tech Services and Image Janitorial Services.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

K. (added) Resolution No. 92-2021 - Establishing new Electric Utility Rates and Charges to be Effective January 1, 2022 (3:19:01)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 92-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH BEACH, FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Resolution No. 92-2021 - establishing new Electric Utility Rates and Charges to be Effective January 1, 2022.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

CITY ATTORNEY'S REPORT:

City Attorney Goddeau did not provide a report.

CITY MANAGER'S REPORT:

City Manager Davis did not provide a report.

UPCOMING MEETINGS AND WORK SESSIONS:

December 28 – electric utility meeting

ADJOURNMENT: (3:23:04)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to adjourn the meeting at 9:24 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved January 4, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING - ITN FOR THE BEACH COMPLEX
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 14, 2021 - 5:00 PM

The meeting was called to order by Mayor Resch on the above date at 5:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:09) Present were Mayor Betty Resch; Vice Mayor Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes (via Zoom). Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:29) led by Commissioner Sarah Malega.

CONSENT AGENDA: (0:47)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve the Consent Agenda:

- A. Amendment to Resolution No. 58-2021 to correct scrivener's errors in the original resolution
- B. Correction of scrivener's error in Resolution 92-2021 which established new Electric Utility Rates and Charges effective January 1, 2022

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

UNFINISHED BUSINESS: (1:40)

- A. Invitation to Negotiate ITN#22-400 Lake Worth Beach Redevelopment Project

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy for the issue to go to work session with a second step to follow the work session within four weeks.

Vote: Voice vote showed: AYES: Mayor Resch, and Commissioners Malega, Commissioner McVoy and Stokes. NAYS: Vice Mayor Robinson.

ADJOURNMENT: (1:00:18)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy at 6:03 PM.

Vote: AYES: Mayor Betty Resch, Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: January 4, 2022

Item time stamps correspond to the timing on the recording of the meeting which is available on YouTube.

DRAFT

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

DEPARTMENT: Information Technology

TITLE:

ESRI Geographic Information System (GIS) Enterprise Agreement Renewal

SUMMARY:

Approve the renewal of ESRI Geographic Information System (GIS) Enterprise Agreement.

BACKGROUND AND JUSTIFICATION:

ESRI is the company that develops and supports the City's Geographic Information System (GIS). The City's existing three-year software maintenance and support agreement is expiring January 25, 2022. The City is requesting to renew the agreement for an additional three years. The annual cost of the renewal is \$38,500 per year for a total cost of \$115,500.

The City's procurement policy authorizes this purchase as an exempt purchase of software where competition is not reasonably available. The vendor has provided a sole source letter to support utilizing this exemption.

MOTION:

Move to approve/disapprove the renewal of ESRI GIS Enterprise Agreement.

ATTACHMENT(S):

Fiscal Impact Analysis
ESRI Enterprise Agreement
ESRI Sole Source Letter

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$38,500	\$38,500	\$38,500	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$38,500	\$38,500	\$38,500	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
510-1520-519.52-65	Computer Software	N/A	\$677,284	\$381,148.24	N/A	\$38,500	\$342,648.24



Quotation # Q-438583

Date: October 28, 2021

Customer # 14515 Contract #

City of Lake Worth Beach
 Information Technology
 120 N G St
 Lake Worth, FL 33460-3342

ATTENTION: Christopher McMiller
 PHONE: 561-252-0287
 EMAIL: cmcmiller@lakeworthbeachfl.gov

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/28/2021 To: 1/26/2022

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$115,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$115,500.00

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

For questions contact: Ben McCrary	Email: bmccrary@esri.com	Phone: 704-541-9810 x1666
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

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

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

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

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

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Tracker for ArcGIS Enterprise
10 ArcGIS Tracker for ArcGIS Online
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
3 ArcGIS Utility Network User Type Extensions (Enterprise)
3 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

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

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

Term of Agreement: Three (3) years

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

Accepted and Agreed:

ATTEST:

(Customer)

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Authorized Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Printed Name: _____

By: _____
Glen J. Torcivia, City Attorney

Title: _____

APPROVED FOR FINANCIAL
SUFFICIENCY

Date: _____

By: _____
Bruce T. Miller, Financial Services Director

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

2.0—ADDITIONAL GRANT OF LICENSE

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

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

3.0—TERM, TERMINATION, AND EXPIRATION

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

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

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

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

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

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

4.0—PRODUCT UPDATES

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

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

5.0—MAINTENANCE

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

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

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

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

6.0—ENDORSEMENT AND PUBLICITY

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

7.0—ADMINISTRATIVE REQUIREMENTS

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

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

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

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

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

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

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

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

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

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

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

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

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SOLE SOURCE LETTER - NONFEDERAL
Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: January 12, 2021

TO: Whom It May Concern

FROM: Jackie Ricks, Esri Contract Coordinator/Contracts & Legal Department

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri is the sole-source provider of Esri products and related maintenance services in the U.S. commercial, state, and local government marketplace, subject to the disclosures set forth below.

Esri has authorized certain resellers to resell sole source products, including Esri enterprise agreements, to state agencies of the State of California only under the California Software License Program (SLP). Esri distributes Esri software licenses and maintenance in combination with non-Esri hardware, software or services through open-market value-added resellers, system integrators and OEMs. Esri also distributes Esri software licenses, subscriptions, and subscription renewals separately or in combination with non-Esri software or services through resellers to customers that provide architectural, engineering, and construction services. On request, Esri will provide open-market quotes for Esri products and maintenance to pass-through customer-designated resellers.

If you have further questions, please contact me at jricks@esri.com.



Jackie Ricks

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

DEPARTMENT: Community Sustainability &
City Attorney's Office

TITLE:

Third Amendment to Economic Development Incentive Agreement with The Mid

SUMMARY:

The purpose of the Third Amendment is to allow for the payment of the utility incentive funds at the end of the first three years of operation verses at the receipt of a Certificate of Occupancy.

BACKGROUND AND JUSTIFICATION:

In May 2018, the City entered into an Economic Development Incentive Agreement with the Mid to provide financial incentives for The Mid's 230-unit apartment community at 1601 North Dixie Highway. Under the Agreement, the City agreed to pay \$163,147.59 to The Mid as an economic incentive based on the first three years of new revenue to the electric, water, sewer and stormwater enterprise funds generated by the project. The original agreement stipulated that the incentive would be dispersed at the time of a receipt of a final Certificate of Occupancy (CoA) predicated that a performance bond or other financial vehicle were posted to ensure that the new utility revenue projections were would be achieved. The developer has requested that the payment be mad after the three years of operation are completed and the new utility revenue streams have been verified. The third amendment to the original agreement would allow for this payment at the end of the initial three years of operation.

MOTION:

Move to approve/disapprove the Third Amendment to the Economic Development Incentive Agreement with The Mid.

ATTACHMENT(S):

Fiscal Impact Analysis
Third Amendment
Original Agreement
First Amendment
Second Amendment

**THIRD AMENDMENT TO
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

THIS THIRD AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this "**Amendment**") is made effective as of _____, 2021 (the "**Effective Date**") by CITY OF LAKE WORTH BEACH, FLORIDA, a Florida municipal corporation ("**City**") and 1601 DIXIE HOLDINGS, INC., a Florida corporation and 1601 DIXIE, LLC, a Delaware limited liability company, as successor by conversion to 1601 DIXIE, LLC, a Florida limited liability company (each individually and collectively, the "**Owner**").

RECITALS:

A. City and Owner entered into that certain Economic Development Incentive Agreement dated effective as of May 1, 2018 (the "**Agreement**").

B. City and Owner desire to amend the Agreement to revise the payment of the Utility Incentive Fund as set forth herein.

C. City has determined that amending the Agreement as set forth herein serves a valid public purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals: Defined Terms. The foregoing recitals are true and correct and are incorporated herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Utility Incentive Fund.

a. Section 5(b)(2) of the Agreement is hereby deleted in its entirety and replaced with the following:

(2) Payment of the Utility Incentive Fund. Based upon the Project Parameters in this Agreement, including without limitation the proposed size, number of units, square footage and amenities of the Project, and the City's current utility rate schedules, the City has calculated a reasonable rate of return that it should receive as a result of the estimated increase in utility revenues (the "Utility Incentive Fund"). The total Utility Incentive Fund amount to be paid by the City to the Owner is **One Hundred Sixty-Three Thousand, One Hundred Forty-Seven and 59/100 Dollars (\$163,147.59)** and is further broken down by utility as follows:

i. Electric Utility: A total amount of up to **One Hundred Forty-Seven Thousand Eight Hundred Seventy Dollars (\$147,870.00)**.

ii. Water & Sewer Utilities: A total amount of up to **Twelve Thousand Six Dollars (\$12,006)**.

iii. Stormwater Utility: A total amount of up to **Three Thousand Two Hundred Seventy-One and 59/100 Dollars (\$3,271.59)**.

The actual payment of the Utility Incentive Fund shall be a one-time payment made by the City based upon the As-Built Project Parameters, the October 1, 2020 utility rate schedules, and the calculations for the Utility Incentive Amount which are attached hereto as **Exhibit “D”** and incorporated herein. Within 90-days of the three (3) year anniversary of when the Project is deemed Placed-In-Service, the Owner shall request the disbursement of the Utility Incentive Fund and identify in its request to whom and where payment shall be made by the City. For purposes of this Amendment, the Project was “Placed-In-Service” on October 1, 2020.

b. Section 5(b)(3) of the Agreement is hereby deleted in its entirety and replaced with the following:

Payment of the Utility Incentive Fund. Within sixty (60) days of the Owner’s request for the disbursement of the Utility Incentive Fund, the City shall calculate the Utility Incentive Fund and pay the calculated amount to the Owner in accordance with the Owner’s request.

3. Effect of this Amendment and the Effective Date. Except as expressly modified in this Amendment, the Agreement will continue in full force and effect according to its terms (as previously amended). This Amendment shall not become effective until approved by the City Commission.

4. Counterparts; Electronic Signatures. This Amendment may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Electronic signatures on this Amendment shall be valid and enforceable to the same extent as original signatures.

[INTENTIONALLY LEFT BLANK]

*[CITY SIGNATURE PAGE TO THIRD AMENDMENT TO
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT]*

IN WITNESS WHEREOF, the parties have signed and delivered this Third Amendment to the Economic Development Incentive Agreement on the date first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

[OWNER SIGNATURE PAGE TO THIRD AMENDMENT TO
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT]

OWNER:

1601 DIXIE, LLC, a Delaware limited liability company,
as successor by conversion to 1601 DIXIE, LLC, a Florida
limited liability company

By: [Signature]
Jeffrey Burns, Authorized Signatory

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence
on the 14 day of December, 2021 by Jeffrey Burns, as Authorized Signatory of 1601 DIXIE,
LLC, a Delaware limited liability company, as successor by conversion to 1601 DIXIE, LLC, a
Florida limited liability company, on behalf of the company. He is personally known to me or
 produced a driver's license as identification.

[Signature]
Signature of Notary Public

(NOTARY SEAL)

Typed or Printed Name of Notary Michelle A Rice
Commission No.: HH 155248
My Commission Expires: 11.13.2025



1601 DIXIE HOLDINGS, INC., a Florida corporation

By: [Signature]
Jeffrey Burns, Authorized Signatory

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence
on the 14 day of December, 2021 by Jeffrey Burns, as Authorized Signatory of 1601 DIXIE,
HOLDINGS, INC., a Florida corporation, on behalf of the corporation. He is personally
known to me or produced a driver's license as identification.

[Signature]
Signature of Notary Public

(NOTARY SEAL)

Typed or Printed Name of Notary Michelle A. Rice
Commission No.: HH 155248
My Commission Expires: 11.13.2025



ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") is made and entered into by and between the **City of Lake Worth, Florida**, a Florida municipal corporation (the "City"), and **1601 Dixie Holdings, Inc.**, a Florida corporation and **1601 Dixie, LLC**, a Florida limited liability company (individually and collectively are referred to herein as the "Owner") effective as of the date the authorized representative for the City countersigns this Agreement ("Effective Date").

RECITALS

WHEREAS, the Owner, specifically 1601 Dixie, LLC, has a contract to purchase property located at 1601 N. Dixie Highway, located within the corporate limits of the City of Lake Worth, as more particularly described by the legal description attached hereto as **Exhibit "A"** ("Property"); and

WHEREAS, the Owner intends to construct a multifamily rental development on the Property to be comprised of approximately 230 units in 8 buildings, with a clubhouse, first floor live/work space fronting Dixie Highway and surface parking with the project description, conceptual site plan and renderings attached as **Exhibit "B"** ("Project"); and

WHEREAS, the Owner is proposing to construct certain public improvements to serve the Project, and which may serve adjacent properties and the public, including electric, street improvements, water, stormwater and sanitary sewer improvements ("Infrastructure Improvements"); and

WHEREAS, the City recognizes the positive impact that the Project will bring to the City through the timely development of a new market-rate housing facility on Dixie Highway which will provide much needed housing to existing residents, attract new residents and stimulate growth and development along the Dixie Highway corridor; and

WHEREAS, the City agrees to enter into this Agreement with Owner to advance the public purposes of developing the Project to provide new market-rate housing for existing residents, attract new residents to the City, stimulate growth and development along the Dixie Highway corridor and cause an overall increase in the ad valorem and sales and use tax revenues and other revenues to the City; and

WHEREAS, in consideration of the aforementioned public purposes, the City desires to enter into this Agreement as an economic development incentive for the Owner to develop, finance and construct the Project; and

WHEREAS, to ensure that the incentives the City provides under this Agreement are utilized in a manner consistent with the aforementioned public purposes, Owner has agreed that its receipt of such incentives shall be conditioned upon its satisfaction of its obligations enumerated herein, including performance standards and timeframes relating to the construction of the Project; and

WHEREAS, the City has determined and hereby finds that this Agreement promotes economic development in the City and, as such, is in the best interests of the City of Lake Worth and serves a valid public purpose.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the City and Owner agree as follows:

1. **RECITALS**. The foregoing Recitals are incorporated into this Agreement as true and correct statements and binding on the parties.
2. **DEFINITIONS**. The following words shall have the following meanings when used in this

Agreement.

(a) Agreement. The word "Agreement" means this Economic Development Incentive Agreement, together with all exhibits attached hereto from time to time, if any.

(b) As-Built Project Parameters. The phrase "As-Built Project Parameters" shall mean the actual final, as-built Project Parameters at the time the Project is placed in-service.

(c) City. The word "City" means the City of Lake Worth, Florida.

(d) Commencement Date. The phrase "Commencement Date" means the date by which construction of the Project shall commence, which is on or before 720 calendar days after the Effective Date of this Agreement (subject to the force majeure clause set forth herein).

(e) Owner. The word "Owner" means 1601 Dixie Holdings, Inc. and/or 1601 Dixie, LLC, its and/or their successors, grantees, and permitted transferees and assignees.

(f) Infrastructure Improvements. The phrase "Infrastructure Improvements" means those improvements identified in the Recitals and as further described in this Agreement and **Exhibit "C"**.

(g) Infrastructure Improvement Fund. The phrase "Infrastructure Improvement Fund" means that portion of the Project Fund to be paid by the City and used by the Owner for the design and construction costs of the Infrastructure Improvements, including any related City of Lake Worth permit fees or development-related fees, with all payments being subject to a maximum aggregate amount of City funding of **One Million Thirty-Five Thousand Dollars (\$1,035,000.00)**.

(h) Outside Completion Date. The phrase "Outside Completion Date" means the date by which the Project is to be fully completed and Placed-In-Service, which is on or before 720 calendar days after the Commencement Date (subject to the force majeure clause set forth herein).

(i) Performance Bond. The phrase "Performance Bond" shall mean a performance bond secured and paid for by Owner as a means of guaranteeing repayment to City of Utility Incentive Fund payment by the City if the Project does not produce anticipated Utility revenues as calculated in Exhibit "D". The Performance Bond shall continue to exist until the City has conducted the true-up of the Utility Incentive Fund that the City paid against the actual utility revenue received and all amounts owed to the City based upon the true-up (if any) have been paid by the Owner.

(j) Placed-In-Service. The phrase "Placed-In-Service" shall mean the time when the City has received written notice and supporting documentation from the Owner that all tasks and obligations of the Owner under this Agreement have been fully satisfied. The supporting documentation shall include the final certificate of occupancy, certificates of completion and the executed bill of sale and utility and maintenance/access easements (as applicable). The City shall be afforded thirty (30) days to independently verify Owner's compliance with the foregoing.

(k) Project. The word "Project" is as defined in the Recitals and as shown in **Exhibit "B"**.

(l) Project Fund. The phrase "Project Fund" means the aggregate amount of funding to be provided by the City as the Infrastructure Improvements Fund and Utility Incentive Fund, which is **One Million One Hundred Ninety-Eight Thousand, One Hundred Forty-Seven and 59/100 Dollars (\$1,198,147.59)**, subject to changes in the Utility Incentive Fund amount as stated herein.

(m) Project Parameters. The phrase "Project Parameters" means the proposed parameters of

the Project which the City utilized to calculate the Utility Incentive Fund identified in this Agreement which includes, but is not limited to, the total unit number and size of each unit of the Project, the total square footage for commercial space within the Project, and the total square footage for the clubhouse within the Project.

(n) Property. The word "Property" is as defined in the Recitals and described in **Exhibit "A"**.

(o) Utility Incentive Fund. The phrase "Utility Incentive Fund" means **One Hundred Sixty-Three Thousand, One Hundred Forty-Seven and 59/100 Dollars (\$163,147.59)**, which is based upon the City's calculation of what should be a reasonable rate of return to the City for the estimated increased utility revenues from the Project Parameters and the City's current rate schedules. The City's calculations for the Utility Incentive Fund are shown in **Exhibit "D"**. If the As-Built Project Parameters differ from the Project Parameters and/or the City's current rate schedule(s) changes, the Utility Incentive Fund amount paid by the City to the Owner will be revised to be an estimate based upon the As-Built Project Parameters and the then current rate schedule(s).

3. GENERAL COVENANTS.

(a) The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. In the event any claim is made relating to any conflict, omission or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be construed, interpreted or implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.

(b) Owner represents, warrants and covenants to the City that:

1. It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of Owner's organizational documents, any applicable laws or regulations, or any agreements with third parties;

2. It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;

3. This Agreement is the legal, valid and binding obligation of Owner, in accordance with its terms, and all requirements have been met and procedures have been followed by Owner to ensure the enforceability of the Agreement;

4. The individual executing this Agreement on behalf of Owner has full rights and ability and all necessary approvals to bind Owner to this Agreement;

5. To Owner's best knowledge, there is no pending or threatened suit, action, litigation or proceeding against or affecting Owner that affects the validity or enforceability of this Agreement;

6. It is duly authorized to do business in Palm Beach County and the City of Lake Worth; and,

7. The Owner has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on the City in this regard.

(c) In the performance of all obligations under this Agreement, the Owner shall comply with all applicable federal, state and local laws, regulations and policies.

(d) The Owner may request that the City Manager revise this Agreement based upon written requirements from the Owner's first mortgage lender or in order to accommodate a tax preferred structure for the Owner. The City Manager will review the written requirements from the Owner's first mortgage lender and/or the request to accommodate a tax preferred structure, and, if agreeable in consultation with the City Attorney, revise this Agreement through a written amendment signed by the Owner and the City Manager. The City Manager's agreement to the written requirements from the Owner's first mortgage lender or to accommodate a tax preferred structure will not be unreasonably withheld; however, if in the City Manager's opinion, the written requirements from the Owner's first mortgage lender and/or the accommodation for a tax preferred structure involve an adverse change to the terms and conditions of this Agreement for the City, the City Manager reserves the right to bring the matter before the City Commission for its review.

(e) This Agreement is subject to review by the City's City Commission and shall not become effective until approved by the City Commission and executed by the Mayor and City Clerk.

3. **TITLE TO PROPERTY MUST BE ESTABLISHED.** The Owner, specifically 1601 Dixie, LLC, represents and warrants that it currently has a contract to purchase the Property in fee simple. In order for the City to be obligated under this Agreement for payment of all or any portion of the Project Fund, the Owner must close on the purchase of the Property and become the fee simple owner. The Owner shall provide the City with evidence of fee simple ownership of the Property by tender of a title policy indicating the Owner as fee simple owner of the Property. Such evidence shall be provided to the City within five (5) days following the Owner's financial closing for the Project.

4. **DEVELOPMENT AGREEMENT.** If a development agreement (or similar agreement) is required by the City of Lake Worth Code of Ordinances for the Project, this Agreement shall be incorporated by reference into the development agreement and made a part thereof.

5. **OBLIGATIONS OF THE PARTIES.**

(a) **Obligations of Owner.** In addition to the Owner's other obligations set forth in this Agreement, the Owner shall:

- (1) Demonstrate sufficient sources of funding to pay for Project costs.
- (2) Close on the Lake Worth Community Redevelopment Agency Funding for the Project.
- (3) Close on first mortgage financing for the Project.
- (4) Close on the Property purchase.
- (5) Provide the City with proof of all insurance required herein or as may be amended in writing by the City and Owner.
- (6) Upon submittal for Project site plan approval to the City of Lake Worth (in its role as a governmental jurisdiction for site plan approval), Owner shall provide plans and specifications detailing the Infrastructure Improvements as described in **Exhibit "C"** (the "Design & Engineering Documents"). The Design & Engineering Documents must include all information typically required to obtain customary site plan approval and typically required in order to commence preparing the construction plans and drawings.

The City shall be afforded at least twenty (20) days to review the Design & Engineering Documents from the date of Site Plan submittal. All deficiencies noted by the City in the Design & Engineering Documents shall be remedied to the City's satisfaction. If all deficiencies have been corrected, the City's Water, Sewer, Stormwater and Electric Utility Directors shall sign off on the Design & Engineering Documents as approved.

(7) In addition to its application for the necessary building permits from the City of Lake Worth (in its role as a governmental jurisdiction for construction of the Project) and all regulatory permits, the Owner shall provide the City with the 100% complete construction documents based upon the approved Design & Engineering Documents for the Infrastructure Improvements (the "Construction Documents"). If all Infrastructure Improvements are shown on the plans submitted for the building permits, a second set of plans is not required to be submitted to the City under this section. The Construction Documents must include all information typically required in order to construct the Infrastructure Improvements and obtain any necessary permits or regulatory approvals. The City shall be afforded at least twenty (20) days to review the Construction Documents from the date of submittal. All deficiencies noted by the City in the Construction Documents shall be remedied to the City's satisfaction. If all deficiencies have been corrected, the City's Water, Sewer, Stormwater and Electric Utility Directors shall sign off on the Construction Documents as approved.

(8) Subject to the force majeure clause set forth herein, Owner shall commence construction of the Project within 720 calendar days after the Effective Date of this Agreement ("Commencement Date") and have the Project Placed-In-Service on or before 720 days from the Commencement Date ("Outside Project Completion Date"). The City Manager is authorized to extend the timeframes set forth herein by written amendment to this Agreement up to a maximum of 180 days. All further time extensions must be approved by the City Commission.

(9) As identified in Exhibit "C", prior to or upon receiving the certificate(s) of completion for the Infrastructure Improvements, execute all documents reasonably necessary to transfer ownership of the Infrastructure Improvements to the City in order for the City to own and maintain as a part of the City's overall utility systems including, without limitation, a City approved bill of sale and utility and maintenance/access easements. Prior to transfer of ownership, it shall be Owner's sole responsibility to insure there are no liens or other encumbrances on or related to the Infrastructure Projects which would cloud the City's ownership of the same. The Owner shall continue to maintain the required insurance to cover the Infrastructure Improvements until the Project is Placed-In-Service and shall be fully responsible at its sole cost and expense for any damage to the Infrastructure Improvements by the Owner, its contractors, subcontractors, consultants and/or agents until the Project is Placed-In-Service.

(10) Pay all necessary capacity and connection charges for the Electric, Water and Sewer services and commence utility service to the Project.

(11) Perform, or cause to be performed, all of its obligations and duties under this Agreement with that degree of skill, care and diligence normally shown by (and generally accepted as being appropriate for) State of Florida recognized design, engineering, and construction professionals performing services and work of a scope, purpose and magnitude comparable with its required tasks and duties. Owner will furnish efficient administration, supervision, and superintendence of the Infrastructure Improvements and overall Project's construction and will use commercially reasonable efforts to complete said construction in an expeditious and economical manner. All construction shall be

performed in accordance with all applicable federal, state, county and local laws, statutes, codes, regulations and ordinances and Owner is solely responsible for all permit and regulatory requirements associated with the Project and Infrastructure Improvements.

(12) Owner shall pay all Project costs not paid for by Project Fund as set forth herein.

(13) The Owner expressly acknowledges that by entering into this Agreement, the Owner, its successors, permitted assignees and transferees, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits attached hereto as waiving any of the requirements of the City's Code of Ordinances, Comprehensive Plan or other regulation, policy or rule applicable to the Project at the time of development.

(14) Notwithstanding the fact that the Owner's contracted cost of developing the Project will exceed the amount of the Project Fund, the City shall have no obligation to provide any monetary support to the Owner or for the Project above or beyond the Project Fund as set forth herein.

(15) The Project Fund shall be utilized solely by the Owner for the design and construction of the Project and/or to pay-off or reduce any debt associated with the design and construction of the Project.

(16) Once the Owner becomes fee simple owner of the Property and for the duration of this Agreement, the Owner shall maintain the Property consistent with the City's Code of Ordinances.

(17) Prior to any payment of the Infrastructure Improvements Fund or commencement of construction of the Infrastructure Improvements, the Owner shall provide evidence of an executed and recorded construction bond (or letter of credit) in the full amount of the Infrastructure Improvements Fund securing the obligation of the Owner to construct the Infrastructure Improvements and the payment of all or any claims or liens. The form of the proposed bond (or letter of credit) shall be in a form acceptable to the Owner's first mortgage lender and shall be subject to the City's review and acceptance, which acceptance shall not be unreasonably withheld or delayed. The bond (or letter of credit) shall state that it is to be construed in accordance with section 255.05, Florida Statutes, for all matters related to or arising from the Infrastructure Improvements.

(b) Obligations of City.

(1) Payments to the Owner for Infrastructure Improvements. Upon the Owner's receipt of the necessary building permits to commence construction of the Infrastructure Improvements and the City's approval of the Construction Documents, the Owner may submit a payment disbursement request to the City for fifty percent (50%) of the Infrastructure Improvements Fund. Along with the payment disbursement request, the Owner shall provide the fully executed and recorded copy of the public construction bond. Within thirty (30) days following the City's receipt of Owner's payment disbursement request and bond, the City shall verify the application for the building permits and, if verified, pay the Owner fifty percent (50%) of the Infrastructure Improvements Fund. Upon the receipt of a certificate(s) of completion for the Infrastructure Improvements or other confirmation of completion of the Infrastructure Improvements as agreed to by the City, the Owner may submit a payment disbursement request to the City for the remaining Infrastructure Improvement Fund. Within thirty (30) days following the City's receipt of Owner's payment disbursement request, the City shall verify that the Infrastructure

Improvements have been completed and, if verified, pay the Owner the remainder of the Infrastructure Improvement Fund.

(2) Payment of the Utility Incentive Fund. Based upon the Project Parameters in this Agreement, including without limitation the proposed size, number of units, square footage and amenities of the Project, and the City's current utility rate schedules, the City has calculated a reasonable rate of return that it should receive as a result of the estimated increase in utility revenues (the "Utility Incentive Fund"). The total Utility Incentive Fund amount to be paid by the City to the Owner is **One Hundred Sixty-Three Thousand, One Hundred Forty-Seven and 59/100 Dollars (\$163,147.59)** and is further broken down by utility as follows:

- i. Electric Utility: A total amount of up to **One Hundred Forty-Seven Thousand Eight Hundred Seventy Dollars (\$147,870.00)**.
- ii. Water & Sewer Utilities: A total amount of up to **Twelve Thousand Six Dollars (\$12,006)**.
- iii. Stormwater Utility: A total amount of up to **Three Thousand Two Hundred Seventy-One and 59/100 Dollars (\$3,271.59)**.

The actual payment of the Utility Incentive Fund shall be a one-time estimated payment made by the City based upon the As-Built Project Parameters. Once the Project is Placed-In-Service, the Owner shall request the disbursement of the Utility Incentive Fund along with a copy of the fully executed Performance Bond. If the Project Parameters have changed and/or the City's utility rate schedule(s) have changed when the Project is Placed-In-Service, the City will re-calculate the Utility Incentives Fund amount based upon the As-Built Project Parameters and the then current rate schedule(s). The Utility Incentive Amount will be increased or decreased in accordance with the calculations and As-Built Project Parameters and current rate schedule(s). The calculations for the Utility Incentive Amount are attached hereto as **Exhibit "D"** and incorporated herein.

(3) True-Up of the Utility Incentive Fund. Within sixty (60) days of the three (3) year anniversary that occurs after the City's payment of the Utility Incentive Fund based upon the As-Built Project Parameters, the City will conduct a true-up of the actual revenue that the City received from the Project for each of the utilities described in Exhibit "D" (Water & Sewer, Stormwater, and Electric Utility) over the three (3) year period ("True-up Amount"). If the True-up Amount establishes that the City did not receive the amount of revenue it used to calculate the Utility Incentive Fund over the three (3) year period, the Owner shall pay the City the difference between what was paid by the City and what was actually received for each of the respective utilities' contribution to the Utility Incentive Fund. Payment shall be made by the Owner to the City within 30 days of the Owner's receipt of written notice from the City. Failure of the Owner to pay the City the amount due under this provision will result in the City collecting the amount due from the Performance Bond. If the City is not able to collect the amount due from the Performance Bond within sixty (60) days of the City's notice to the Performance Bond surety, the City may treat the amount due as a delinquent utility bill and shall have all rights associated with a delinquent utility bill including, without limitation, a utility lien on the Property which will remain on the Property and accrue interest at the statutory amount until paid in full.

(4) Budget and Appropriation of Project Fund. Based upon the timeframes set forth in this Agreement, the City agrees to propose in each applicable fiscal year budget an amount to cover the City's obligations as stated herein commencing with the Fiscal Year 2018-2019

budget; however, the City's funding obligations as stated herein are all subject to the City's annual budgeting and appropriation process. The Owner understands and agrees that the City's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the City nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Agreement.

6. **RIGHT TO AUDIT.** The City shall have the right at its expense to conduct a financial systems analysis and/or an audit of the Owner either by the City's own employee(s) or by an independent auditing firm employed by the City as may be reasonably required in order to determine if the Project is being fiscally managed so as to meet all of the Owner's obligations as stated herein and within the timeframes set forth herein. Failure of the Owner to reasonably cooperate with the City in the analysis and/or fiscally manage the Project so as to meet all of the Owner's obligations as stated herein and within the timeframes set forth herein will be grounds for termination of this Agreement.

7. **WARRANTY.** Owner and on behalf of its consultants, contractors and subcontractors warrants to the City that: (i) unless otherwise agreed in writing, the work, materials and equipment installed for the Infrastructure Improvements will be of good quality and new; (ii) the Infrastructure Improvements will be free from faults and defects not inherent in the quality required or permitted; (iii) the Infrastructure Improvements materials, equipment and construction work will conform with the requirements of this Agreement, City Approved Products and Construction Standard Details, specifications and regulatory requirements; and, (iv) the Infrastructure Improvements will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to City. If, at any time prior to the expiration of one (1) year following the Project being Placed-In-Service, the City discovers any failure or breach of Owner's warranties or Owner discovers any failure or breach of Owner's warranties, Owner will, upon written notice from City or of its own accord, at Owner's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). Owner will remedy any such failure or breach so, to the extent possible, to avoid disruptions to the operations of City. In the event Owner fails to initiate and diligently pursue corrective action within thirty (30) days of Owner's receipt of City's notice or Owner's discovery of the same, City may undertake such corrective action at Owner's expense. With regard to the Infrastructure Improvements, the Owner's obligations under this section shall be limited to the cost of repair of the faulty or defective condition. The Owner's warranty excludes remedy for damage or defect to the extent caused by (i) modifications by City not approved or executed by Owner or its subcontractors; (ii) the City's failure to properly maintain the Infrastructure Improvements; (iii) damage to the Infrastructure Improvements caused by the City or, (iv) normal wear and tear. Repaired or replaced equipment, materials or work will be warranted hereunder for a one (1) year warranty period. Owner's obligations contained in this provision shall survive termination of this Agreement. The Owner shall be fully responsible for ensuring it receives the same warranty as set forth herein from its contractors, consultants and subcontractors for the Project.

8. **NON-DISCRIMINATION POLICY.** The Owner warrants and represents that all of its employees, subconsultants and subcontractors are treated equally during selection, employment and/or engagement without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, the Owner shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

9. **OPPORTUNITIES FOR CITY OF LAKE WORTH RESIDENTS AND BUSINESSES.** The Owner shall make commercially reasonable efforts consistent with applicable law to provide City of Lake

Worth residents with opportunities for training and employment in connection with the Project. The Owner shall also make commercially reasonable efforts consistent with applicable law to provide City of Lake Worth business concerns with opportunities in connection with the Project, including the utilization of small business and minority/women-owned business enterprises.

10. **EVALUATION AND MONITORING.** The Owner agrees that the City, outside of its role as a governing jurisdiction for the Project, will carry out periodic monitoring and evaluation activities as determined necessary by the City to ensure satisfactory performance and compliance by the Owner in performing its duties and obligations under this Agreement. The Owner agrees to furnish upon request to the City copies of transcriptions of such records and information as is reasonably determined necessary by City to establish satisfactory performance and/or compliance. The City may request and Owner shall provide up to three (3) public presentations on the status of the Project after the effective date of this Agreement. The Owner acknowledges and agrees that any review, approval, monitoring, comment or evaluation by the City of any plans, drawings, specifications or other documents prepared by or on behalf of the Owner, including but not limited to the Design & Engineering Documents, or of any activities, tasks or work of Owner is solely for City's determining for its own satisfaction Owner's compliance with this Agreement, and may not be relied upon by the Owner, its subcontractors, or any other third party as a substantive review thereof. The City, in reviewing, approving, monitoring, commenting on or evaluating any plans, drawings, specifications or other documents, or activities, tasks or work of the Owner, will have no responsibility or liability for the accuracy or completeness of such documents, activities, tasks or work or for any defects, deficiencies or inadequacies therein or for any failure of the same to comply with the requirements set forth in this Agreement or with applicable law; the responsibility for all of the foregoing matters being the sole obligation of Owner. In no event will any review, approval, comment or evaluation by City relieve Owner of any liability or responsibility under this Agreement, it being understood that City is at all times ultimately relying upon Owner's skill, knowledge and professional training and experience in preparing any plans, drawings, specifications or other documents and in accomplishing any obligations, activities, tasks or work under this Agreement.

12. **DATA BECOMES CITY PROPERTY.** All reports, plans, surveys, as-built drawings, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Owner, its contractors, consultants, subcontractors, subsidiaries or agents for the Infrastructure Improvements shall be made available to the City at any time upon request by the City. Upon completion of the Infrastructure Improvements, copies of all documents and records relating to the Infrastructure Improvements shall be surrendered to the City upon request. In any event, the Owner shall keep all documents and records related to the Infrastructure Improvements for five (5) years after the termination or expiration of this Agreement.

13. **INDEMNIFICATION.** The Owner agrees to assume all liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (at all levels), in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, which arise from or are related to a breach by Owner of Owner's obligations, tasks and performance under this Agreement or which arise from or relate to the Owner's, its contractors, subcontractors, consultants or agents negligent acts or omissions. The Owner's liability hereunder shall include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision at all levels. This provision includes claims made by the employees, consultants, contractors, subconsultants or subcontractors of the Owner against the City. The Owner's obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this section, the Owner shall assume control of the defense of any claim, actions, causes of action, and suits in equity of whatever kind or nature, asserted by a third party

against the City, which arise from or are related to a breach by Owner of Owner's obligations, tasks and performance under this Agreement or which arise from or relate to the Owner's, its contractors, subcontractors, consultants or agents negligent acts or omissions and, in connection with such defense, shall appoint lead counsel, in each case at Owner's expense. The City shall have the right, at its option, to participate in the defense of the same without relieving Owner of any of its obligations hereunder. If Owner assumes control of the defense of any such third party action in accordance with this section, Owner shall obtain the prior written consent of the City before entering into any settlement of such action. Notwithstanding anything to the contrary in this section, Owner shall not assume or maintain control of the defense of any third party action, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party action would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party action seeks an injunction or equitable relief against the City; and/or, (iii) the Owner has failed or is failing to prosecute or defend vigorously the third party action. The Owner and City shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party action and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

14. **INSURANCE AND RISK OF LOSS**

- (a) **Insurance.** Prior to any payment being made by the City under this Agreement and throughout the life of this Agreement at the Owner's sole expense, the Owner shall obtain the following insurance coverage from insurance companies licensed to do business in the State of Florida and in a form reasonably satisfactory to City. The insurance coverage shall add the City as an "Additional Insured" to each policy on a primary, non-contributing basis, other than Workers' Compensation, and shall require notice to the City prior to the cancellation, non-renewal or material modification of any such policies. If the Owner fails to furnish and maintain the insurance required by this section, the City may immediately terminate this Agreement. The City Manager may agree in writing to tailor the insurance requirements in order to satisfy the requirements of the Owner's first mortgage lender and may agree to revise the insurance requirements for the Owner if the City is identified as an additional insured on the Owner's general contractor's similar insurance for all Infrastructure Improvements.
- (1) Workers' Compensation at the statutory amounts and limits as prescribed by applicable law.
 - (2) Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
 - \$1,000,000 per occurrence
 - \$1,000,000 Disease Policy
 - \$1,000,000 Each Employee
 - (3) Owner shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering Owner's operations and for completed works providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for
 - Products and Completed Operation
 - Contractual Liability insuring the obligations assumed by Owner in this Agreement
 - Broad Form Property Damage (including Completed Operations)
 - Explosion, Collapse and Underground Hazards
 - Personal Injury Liability:

Limits of liability shall be \$1,000,000 per occurrence and \$3,000,000 aggregate.

- (4) Owner shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of Owner providing insurance for bodily injury liability and property damage liability for the limits of \$1,000,000 per occurrence/aggregate.
- (5) Owner shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of \$5,000,000 per occurrence/aggregate.

The insurance coverage afforded under the policies described in this section shall be primary and non-contributing with respect to any insurance carried independently by the City.

- (b) Risk of Loss. Risk of loss of the Infrastructure Improvements and Project shall, regardless of passage of title (if any), remain with Owner until the City pays the Utility Incentive Fund amount unless the damage is due to acts or omissions of the City. The foregoing shall not waive or otherwise impact Owner's warranties under this Agreement.

15. **CONFLICT OF INTEREST**. The Owner represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and Palm Beach County's Code of Ethics. Owner further represents that no person having any such conflicting interest shall be employed for said performance. Owner shall promptly notify the City, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Owner's judgment or quality of performance being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Owner may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Owner. The City agrees to notify Owner of its opinion within thirty (30) days of receipt of notification by Owner. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Owner, the City shall so state in the notification and Owner may, at its option, enter into said association, interest or circumstance.

16. **RECOGNITION**. When reasonably acceptable to the City and Owner, the Owner will include a reference to the financial support herein provided by the City in all publications and publicity related to the Project.

17. **TIME OF PERFORMANCE**. The effective date of this Agreement shall be the date this Agreement is approved by the City's City Commission and executed by the Mayor and City Clerk ("Effective Date"). Time is of the essence for the performance of all obligations under this Agreement. Unless otherwise agreed in a written amendment to this Agreement, this Agreement will expire if construction has not started by the Commencement Date. The timeframes set forth herein for the Owner's obligations may be extended in writing by the City Manager up to a maximum of 90 calendar days. Beyond 90 calendar days, a written amendment to this Agreement with City Commission approval will be required.

18. **TERMINATION AND SUSPENSION**.

- (a) 30-day Termination. If, through any cause, Owner fails to fulfill any of its obligations with regards to closing on the Property, obtaining and maintaining a construction bond, obtaining and maintaining insurance and/or fails to timely reach the Commencement Date or the Outside Completion Date set forth in this Agreement (including any extensions authorized under this Agreement), the City may in its sole discretion provide the Owner with a thirty day notice of termination and identify the ground(s) for termination consistent with this section. The City may also, in its sole discretion, suspend payment of the Project Fund, in

whole or part, upon sending the 30-day notice of termination. If the Owner fails to cure the ground(s) for termination within thirty (30) days after the receipt of the City's notice, this Agreement will terminate thirty (30) days after the receipt of the notice from the City without any further action by either party. The notice from the City under this provision may be provided by the City Manager.

- (b) 60-day Termination. If, through any cause, Owner shall fail to fulfill in a timely and/or proper manner its duties, tasks or obligations under this Agreement (including those in section 18(a) above should the City decide not to send a 30-day notice of termination), or if Owner shall violate any of the covenants, conditions or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement and/or suspend payment of the Project Fund, in whole or part, by giving 60 days' written notice to Owner of such termination and/or suspension. The notice from the City under this provision may be provided by the City Manager and shall state the ground(s) for termination. The Owner shall then have 60 days to cure the ground(s) for termination upon receipt of the City's notice. If the ground(s) for termination cannot reasonably be cured within 60 days, the City may extend the time for termination if the Owner makes a request for an extension of time within the 60 day timeframe and promptly takes action to remedy the ground(s) for termination and continues with such action for the extended timeframe granted by the City. The Owner shall provide the City with a detailed written explanation of all action to be taken to remedy the ground(s) for termination and timeframes to achieve the same in order to be eligible for an extension of the time for termination. If granted, the City will provide the Owner with a new time for termination based on the Owner's detailed written explanation.

Other grounds for termination for cause under this provision include the following:

- (1) False Statements. Any representation or statement made or furnished to the City by or on behalf of the Owner through an authorized representative under this Agreement or under any other agreement between the City and the Owner that is false or misleading in any material respect, either now or at the time made or furnished, or if the Owner learns that any such representation or statement has become false or misleading at the time it was made, and the Owner fails to provide written notice to the City of the false or misleading nature of such representation or statement within ten (10) days after the Owner learns of its false or misleading nature.
- (2) Insolvency. The dissolution or termination of the Owner's existence as a business, the Owner's insolvency, appointment of a receiver for any part of the Owner's property, any assignment of all or substantially all of the assets of the Owner for the benefit of creditors of the Owner, any type of creditor workout for the Owner, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Owner unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing, any of which occur prior to the Project being placed in-service.
- (3) Property Taxes. Prior to the Project being placed in-service, the Owner allows its property taxes applicable to the Property to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within ninety (90) days after written notice thereof from the Palm Beach County Tax Collector.

19. **FORCE MAJEURE**. If by reason of force majeure, it is impossible for the Owner in whole or in part, despite commercially reasonable efforts, to carry out any of its obligations contained herein, the Owner shall not be deemed in breach of its obligations during the continuance of such force majeure event. Such force majeure event does not affect any obligations of the Owner other than the timing of performance of such

obligations. The term "force majeure" as used herein shall mean the following events: acts of God; acts of public enemies; orders or official restraints of any kind of the government of the United States of America or of the State of Florida or such federal or state officials, or of any military or judicial authority; insurrections; riots; terrorism, landslides; earthquakes; fires; storms; droughts; floods; or explosions; and, such other similar acts, orders, or restraints not reasonably within the control of the Owner, its consultants, contractors or subcontractors or due to their fault or negligence. The Owner agrees, however, to use commercially reasonable efforts to remedy the cause or causes preventing the Owner from timely carrying out its obligations under this Agreement. The Owner shall provide the City with written notice of any force majeure event within thirty (30) days of the event occurring and the timeframe for which the Owner's performance was delayed. Failure to properly notice the City will result in the Owner's waiver of the force majeure event as cause for delay in the Owner's performance of its obligations herein.

20. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

21. **BINDING NATURE AND NON-ASSIGNMENT.** The Owner binds itself, its successors and permitted assignees and/or transferees with respect to all covenants, agreements and obligations contained in this Agreement. The Owner shall not assign or transfer this Agreement, in whole or in part, without the prior written consent of City which the City may withhold in its sole discretion. For purposes of this section, "assign or transfer" includes, without limitation, a transfer or buy-out of all or a majority of the ownership of Owner or replacement of its officers; however, "assign or transfer" does not include an assignment or transfer to an entity solely controlled by the existing officers of the Owner.

22. **GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the Parties irrevocably submits to the jurisdiction of any Florida State or Federal court sitting in Palm Beach County, Florida, in any action or proceeding arising out of or relating to this Agreement. The Parties hereby each irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in any such Florida State court or in such Federal court and irrevocably waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action or proceeding. EACH PARTY WAIVES ANY RIGHTS THAT EACH OF THEM MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT BETWEEN THE PARTIES.

23. **AMENDMENTS.** Prior to the issuance of the applicable building permits for the Project and regardless of expense to Owner, the City may, at its discretion, amend this Agreement to conform to changes required by federal, state, county or local law and any applicable guidelines, directives and objectives including, without limitation, any changes in the applicable building codes or applicable utility regulations. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the City's City Manager. The Owner's failure to approve such an amendment will be deemed a breach of this Agreement. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the City's City Commission and the Owner, and signed by both parties.

24. **NOTICES.** All notices required to be given under this Agreement shall be sufficient when sent by certified mail (return receipt requested) or by nationally recognized overnight courier or by hand-delivery with a signed receipt and addressed as follows:

For the City:

City of Lake Worth
Attn: City Manager

7 N. Dixie Highway
Lake Worth, FL 33460

With copy to:

City of Lake Worth
Attn: City Attorney
7 N. Dixie Highway
Lake Worth, FL 33460

For Owner:

1601 Dixie, LLC
Attn: Jeff Burns
414 N. Andrews Ave.
Fort Lauderdale, FL 33301

With copy to:

Greenspoon Marder
Attn: Scott Fuerst
200 E. Broward Blvd., Suite 1700
Fort Lauderdale, FL 33301

Either party may amend this provision by written notice to the other party. Notice will be deemed received on the fifth day after mailing if sent by certified mail or the next day after mailing if sent by overnight courier or if by hand delivery.

25. **INDEPENDENT CONTRACTOR.** The Owner agrees that, in all matters relating to this Agreement, it will be acting as an independent contractor with exclusive control of the manner and means of performing its obligations and tasks in accordance with the requirements of this Agreement. The Owner has no authority to act or make any agreements or representations on behalf of the City. This Agreement is not intended, and shall not be construed to create, between the City and the Owner, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Owner shall be, or shall be deemed to be, an employee or agent of City.

26. **NO FORFEITURE OR WAIVER.** The rights of the City under this Agreement shall be cumulative and failure on the part of the City to promptly exercise or enforcement any rights given hereunder shall not operate to forfeit or waive any of the City's rights.

27. **PUBLIC ENTITY CRIMES.** As provided in section 287.133, Florida Statutes, by entering into this Agreement or performing any of its obligations and tasks in furtherance hereof, Owner certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133 (3)(a), Florida Statutes. Owner is under a continuing obligation for the term of this Agreement to immediately notify the City of any violation of this provision.

28. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed City contracts, transactions, accounts and records, to require the production of records,

and to audit, investigate, monitor, and inspect the activities of the City and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

29. **EXCLUSION OF THIRD PARTY BENEFICIARIES.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens, residents or employees of the City or Owner.

30. **INCORPORATION BY REFERENCE.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

31. **COUNTERPARTS OF THE AGREEMENT.** This Agreement, which include the Exhibits referenced herein, shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

32. **ENTIRE UNDERSTANDING.** This Agreement and its provisions merge any prior agreements, if any, between the parties hereto with respect to the subject matter of this Agreement and constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

33. **PUBLIC RECORDS.** The Owner shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, to the extent applicable to any public records related to or arising from this Agreement.

34. **CONFIDENTIAL INFORMATION.** If during the term of this Agreement, either party is provided access to any records or other information that is confidential or proprietary in nature, the other party shall maintain the confidentiality of such information consistent with Florida's Public Records laws including, but not limited to, any building plans or GIS information provided to or by the Owner, its contractors, subcontractors, consultants or agents. The Owner shall ensure its contractors, subcontractors, consultants or agents are also contractually required to maintain the confidentiality of such information.

IN WITNESS our Hands and Seals on this 1st day of MAY, 2018.


ATTEST:

By:


Deborah M. Andrea, City Clerk

Approved for legal sufficiency

By:


Glen J. Torcivia, City Attorney

CITY OF LAKE WORTH

By:


Pam Triplo, Mayor

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OWNER SIGNATURE PAGE FOLLOWS

OWNER: 1601 Dixie Holdings, Inc.

By: [Signature]

Print Name: Jeff Burns

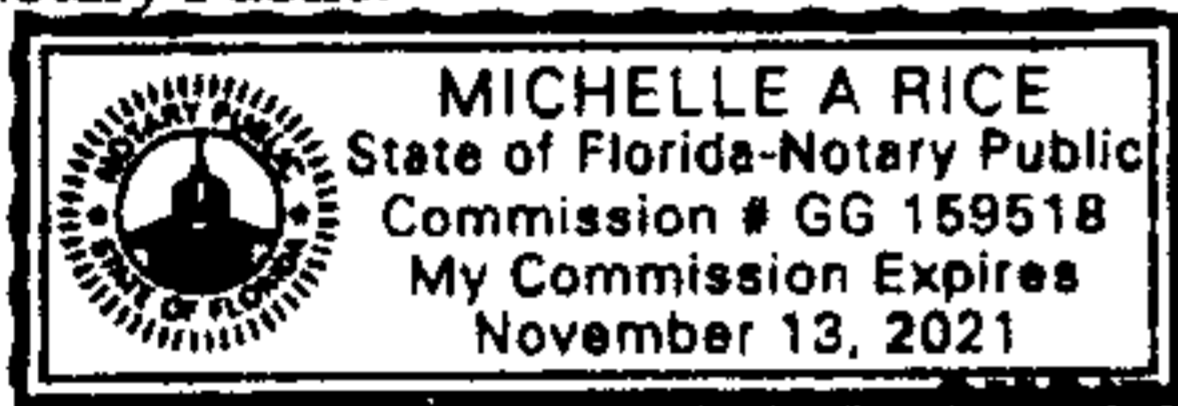
Title: member

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26th day of April, 2018 by Jeffrey Burns, as member of 1601 Dixie Holdings, Inc., a Florida corporation, and who is personally known to me or who has produced the following (personally known) as identification.

Notary Public:



[Signature]

Print Name: Michelle A. Rice

My commission expires: 11-13-2021

OWNER: 1601 Dixie, LLC

By: [Signature]

Print Name: Jeff Burns

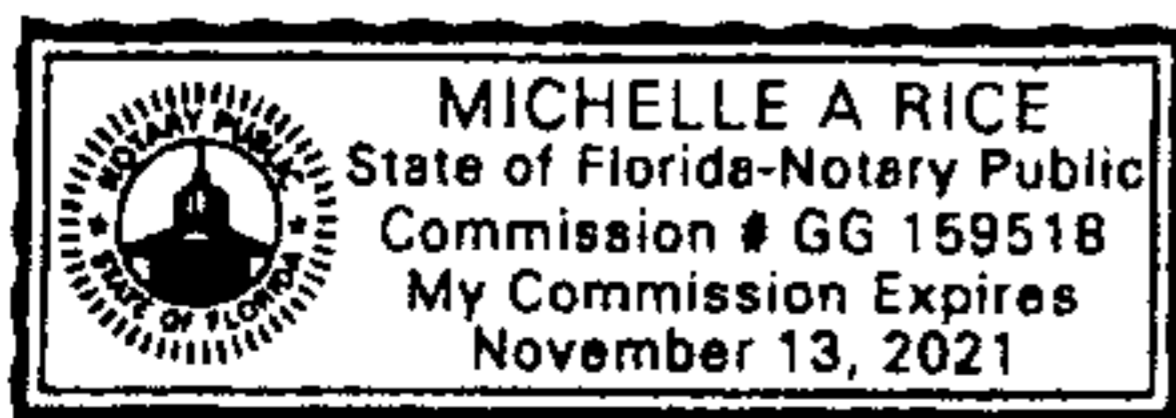
Title: member

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26th day of April, 2018 by Jeffrey Burns, as Member of 1601 Dixie, LLC, a Florida limited liability company, and who is personally known to me or who has produced the following (personally known) as identification.

Notary Public:



[Signature]

Print Name: Michelle A. Rice

My commission expires: 11-13-2021

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Palm Beach, State of Florida, and is described as follows:

PARCEL A

Lots 1 through 11, inclusive, Block "F", Lake Worth Heights, according to the map or plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

LESS:

A portion of Lot 1, Block F, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence South 89° 55' 17" East along the Northerly boundary line of said Lot 1, a distance of 167.30 feet to the Point of Beginning; thence continue South 89° 55' 17" East along said Northerly boundary line, a distance of 5.0 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.70 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence South 00° 00' 02" East along said Westerly Existing Right of Way line and said parallel line, a distance of 9.0 feet; thence North 29° 02' 11" West, a distance of 10.30 feet to the Point of Beginning.

PARCEL B

Lots 1 through 11, inclusive, Block "G", Lake Worth Heights, according to the map or plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

LESS

A portion of Lot 1, Block G, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 1; thence South 89° 53' 05" East along the Southerly boundary line of said Lot 1, a distance of 167.30 feet to the Point of Beginning; thence continue South 89° 53' 05" East along said Southerly boundary line, a distance of 5 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.70 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence North 00° 00' 02" West along said Westerly Existing Right of Way line and said parallel line, a distance of 9.0 feet; thence South 29° 04' 53" West, a distance of 10.29 feet to the Point of Beginning

EXHIBIT A

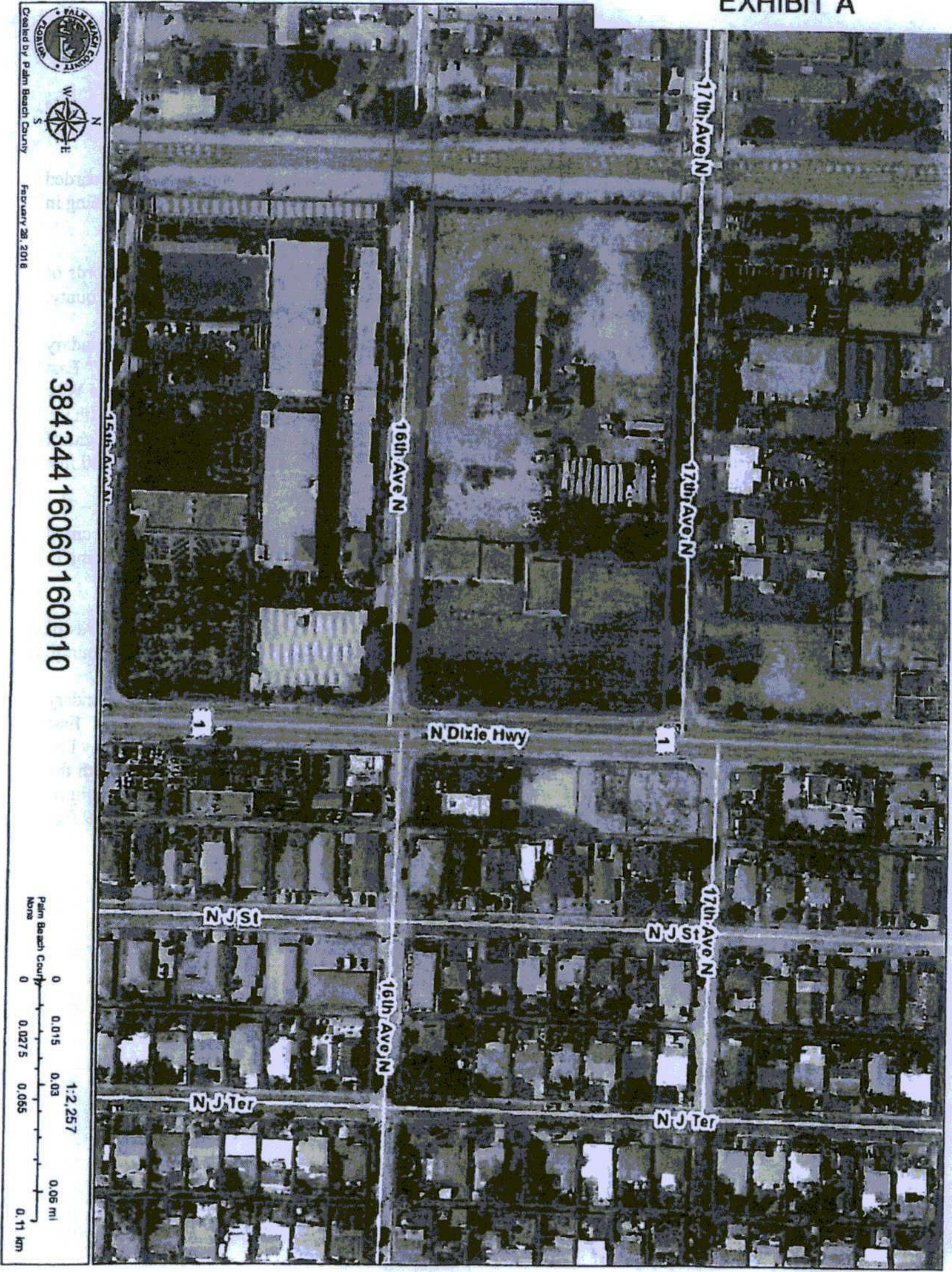


EXHIBIT "B"
PROJECT DESCRIPTION, CONCEPTUAL SITE PLAN & RENDERINGS

Project Description:

The MID is a market rate multifamily project that will feature approximately 230 total units (divided among eight buildings), 299 parking spaces and 4,800 square feet of amenity space. The Project will also provide approximately 9,440 square feet of street-level retail space along Dixie Highway.

Each residence will have quartz counter-tops, energy-efficient stainless steel appliances, plank flooring and upscale bathroom finishes. The Project's amenity spaces will include a pool, fitness center, clubhouse, game lawn and dog park.

The Conceptual Site Plan and Renderings are attached*

* The Project has not received preliminary site plan or conditional use approval from the City.

GLIDDENS PUNA AFFILIATED DEVELOPMENT

CONCEPTUAL ARCHITECTURAL RENDERING

THE MIDLANDS APARTMENT RESIDENCES

THE MIDLANDS

apartment residences

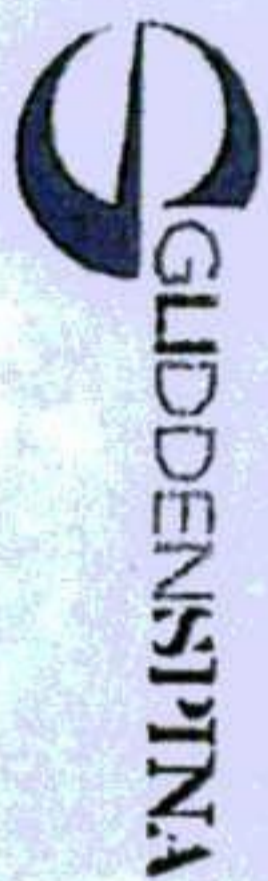
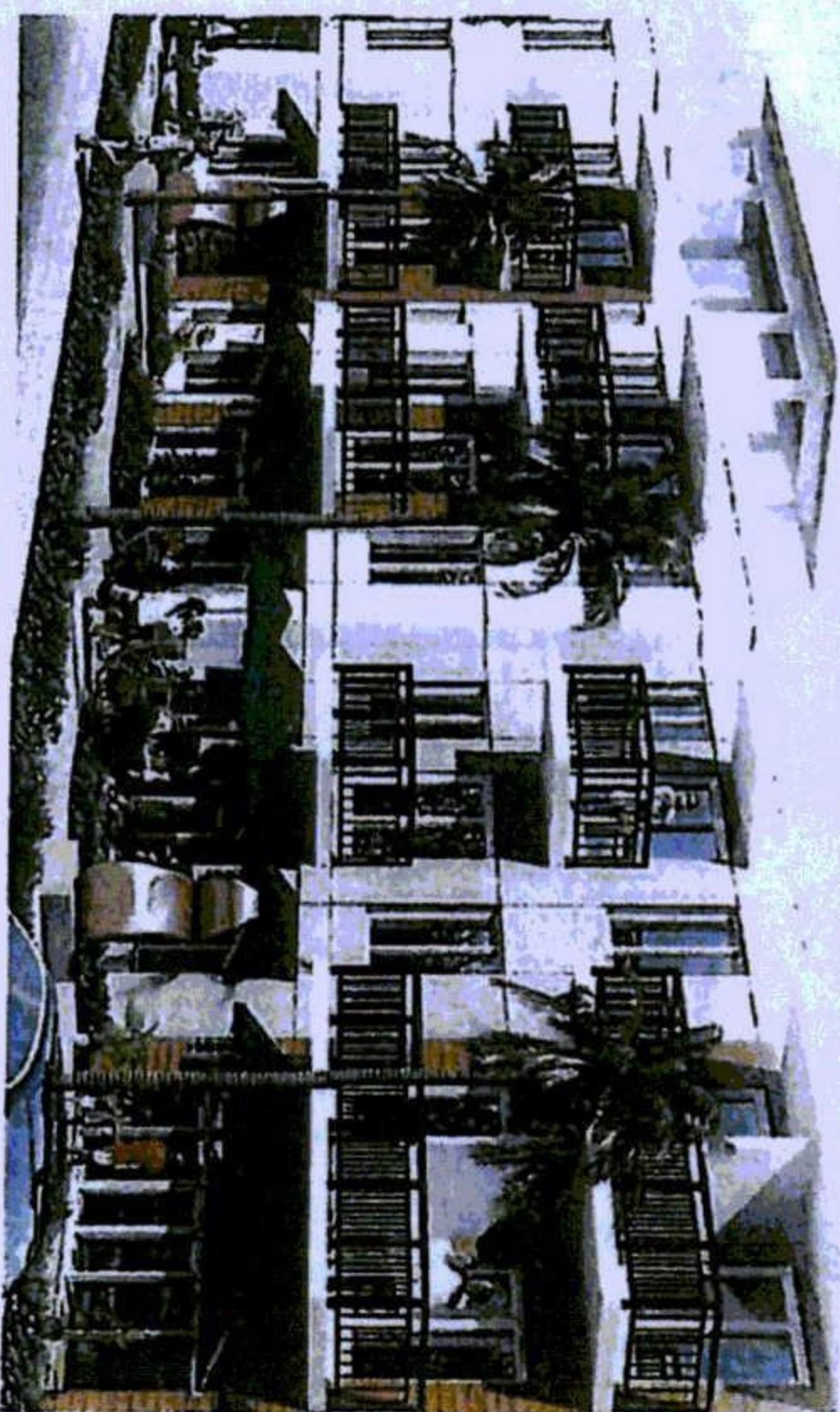
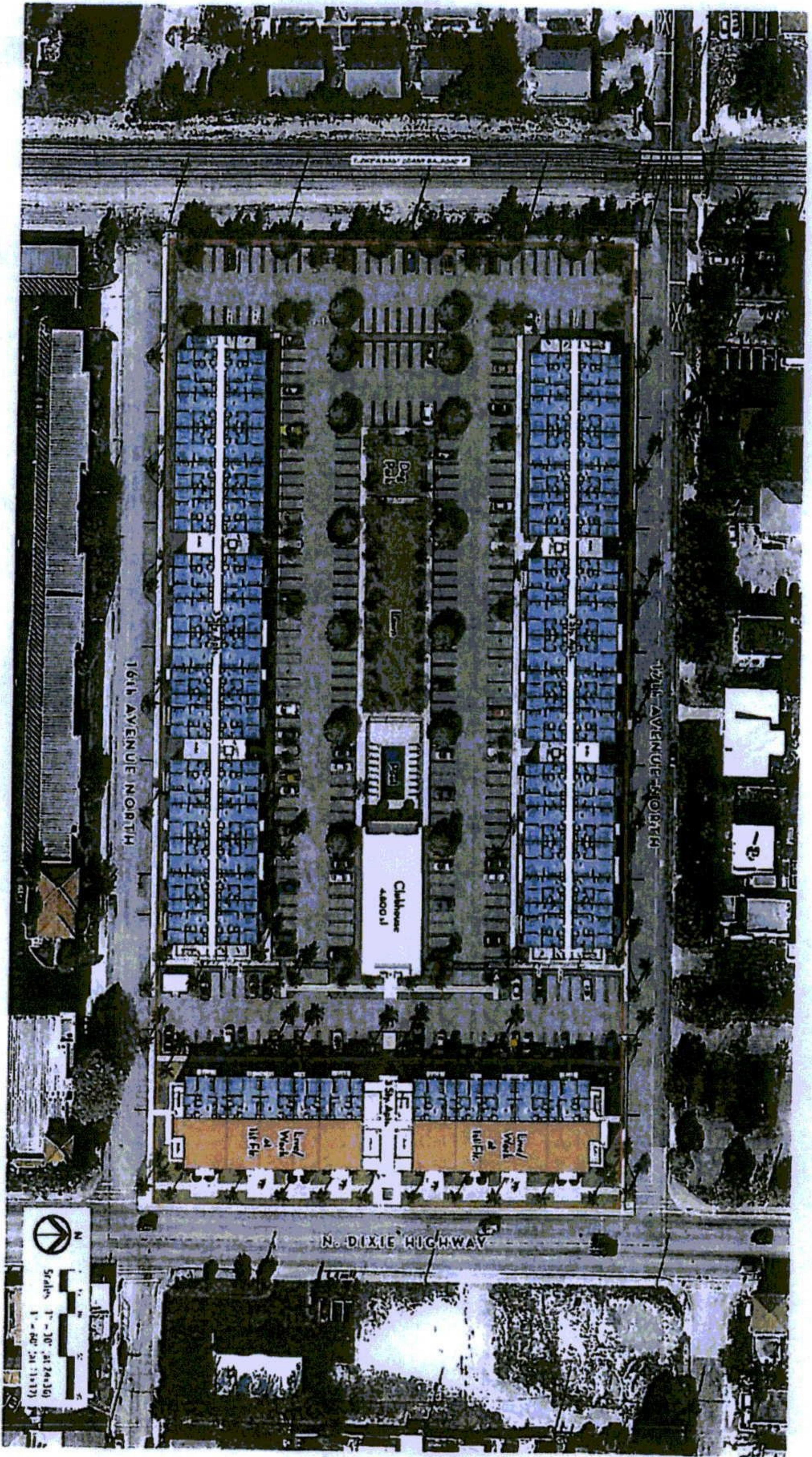


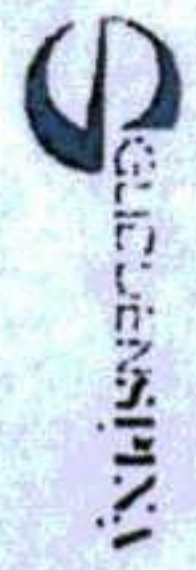
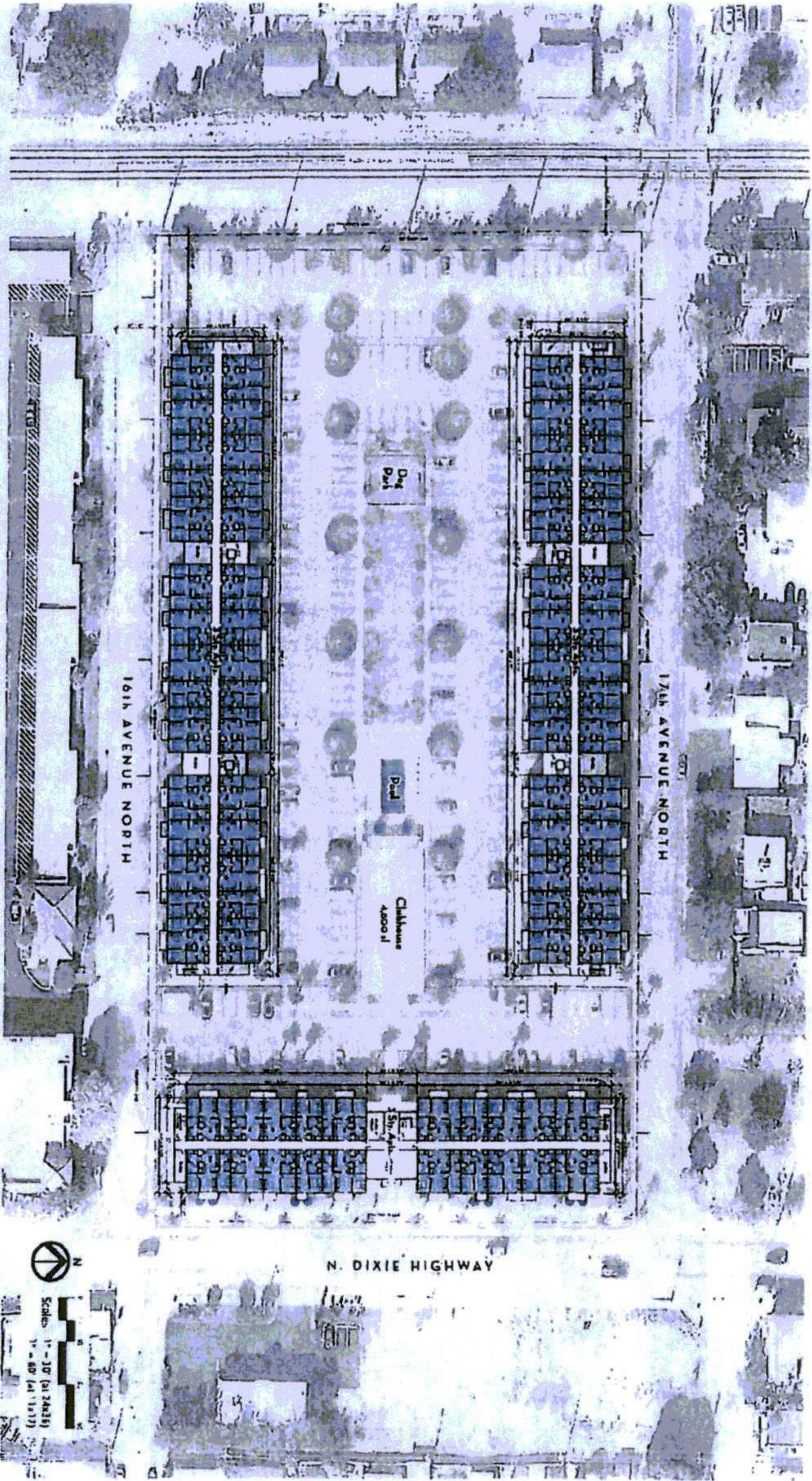
Exhibit B



Conceptual Site/First Floor Plan

THE MID APARTMENT RESIDENCES

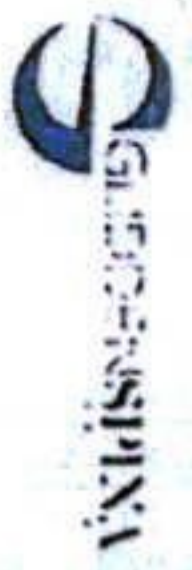
Lake Worth, Florida



Upper Floor Plan (Typical)

THE MID APARTMENT RESIDENCES

Lake Worth, Florida



Artist's Rendering
View Looking Southwest from N. Dixie Hwy.

THE MID APARTMENT RESIDENCES
Lake Worth, Florida

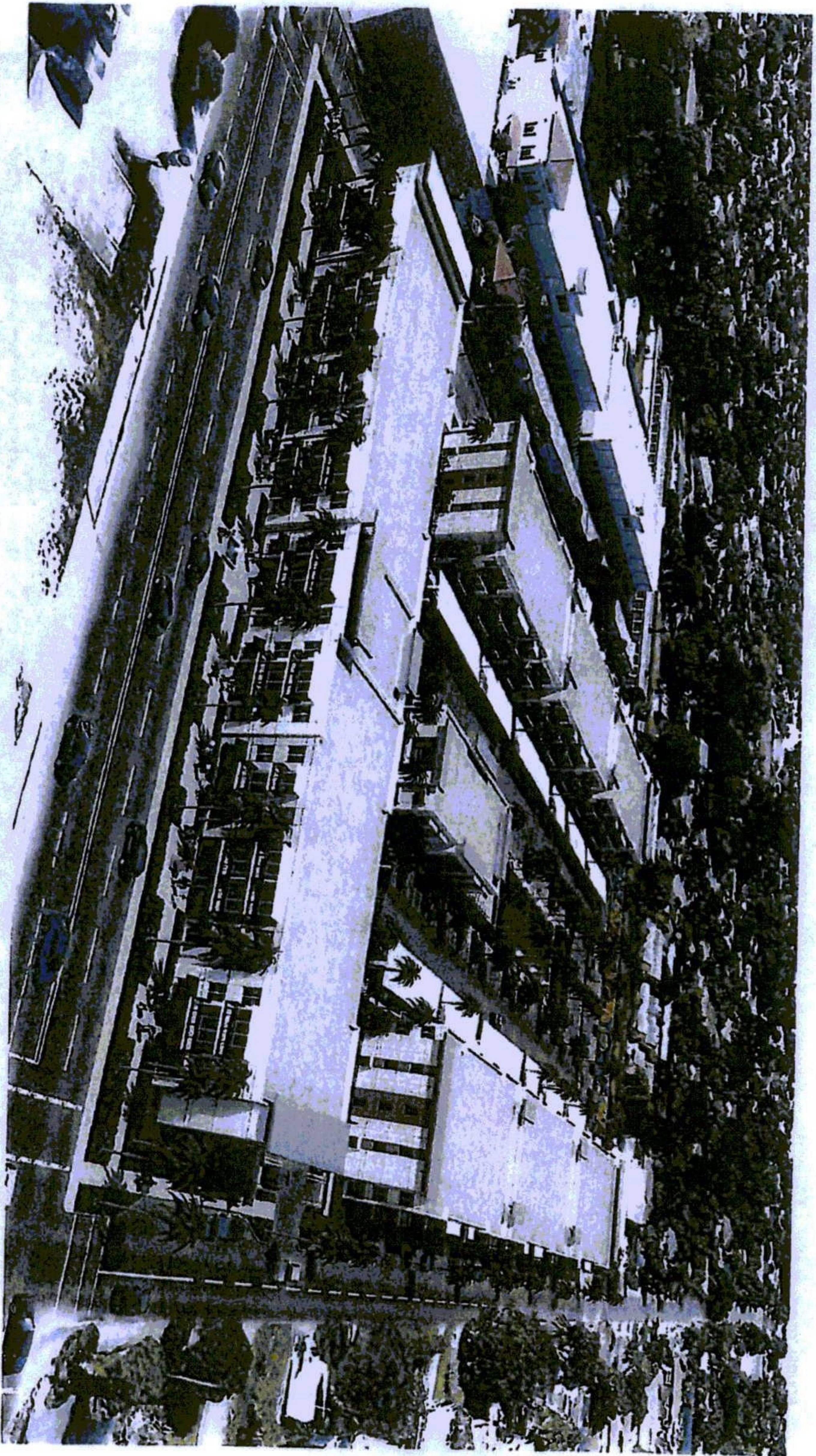


 GLIDDENS INC.

 AFFILIATED
-DEVELOPMENT

Artist's Rendering
Clubhouse View

THE MID APARTMENT RESIDENCES
Lake Worth, Florida



Aerial Rendering
View Looking West

THE MID APARTMENT RESIDENCES
Lake Worth, Florida



Aerial Rendering
View Looking East

THE MID APARTMENT RESIDENCES
Lake Worth, Florida

EXHIBIT "C"
INFRASTRUCTURE IMPROVEMENTS

The Infrastructure Improvements identified below demonstrate the basic scope of the infrastructure work required of the Owner for the Project (both on and off the Property). The final detailed scope of work to be performed for the Infrastructure Improvements shall be based upon the final approved Construction Documents for the Project. The Infrastructure Improvements have been broken down by utility below and each utility has provided an estimated amount of the percentage of the amount to be allocated for infrastructure work on and off the Property. The City and Owner agree to finalize these percentages based on the approved Construction Documents and address any budgetary issues at that time.

Electric:

The Infrastructure Improvement Fund amount designated for the City's Electric Utility (\$150,000) is for the portion of infrastructure required to provide electricity to serve the Project's proposed 230 multifamily units with clubhouse, and first floor live/work space. This amount will finance the cost of engineering design, survey, subsurface locates, specifications, schedules, plans, permitting, construction, qualified inspection, restoration, certification and easements. The design and engineering shall include, but not limited to, construction set of plans and specifications as well as established agency permitting. Construction shall include the installation of electric infrastructure. The improvement will be to serve the property bounded by 17th Avenue N to 16th Avenue N and from N. Dixie Hwy to the FEC railway right of way.

The Electric Utility estimates 25% of the amount set forth above will be for off-Property Infrastructure Improvements and 75% of the amount set forth above will be for on-Property Infrastructure Improvements.

Street Improvements:

The Infrastructure Improvement Fund amount designated for the City's Street Improvements (\$85,000) is for the infrastructure required to repair/enhance the roadway. 17th Avenue North shall be milled and resurfaced from Dixie Highway west to the rail right-of-way. In additional, F curb and gutter shall be added to aid with stormwater conveyance and alleviate any ponding issues.

Public Services estimates 100% of the amount set forth above will be for off-Property Infrastructure Improvements.

Water:

The Infrastructure Improvement Fund amount designated for City's Water Utility (\$500,000) is for the portion of infrastructure required to provide potable water and fire protection distribution mains to serve the Project's proposed 230 multifamily units with clubhouse, and first floor live/work space. This amount will finance the cost of engineering design, survey, subsurface locates, specifications, schedules, plans, permitting, construction, qualified inspection, restoration, certification and easements. The design and engineering shall include, but not limited to, construction set of plans and specifications as well as established agency permitting. Construction shall include the installation of distribution mains, valves, fittings, fire hydrant assemblies, water services to meter with associated appurtenances, disinfection & testing, inspection administration, and restoration. The improvement will be to serve the property bounded by 17th Avenue N to 16th Avenue N and from N. Dixie Hwy to the FEC railway right of way. The watermains shall be designed and installed to serve potable water as well as have capacity for fire flow protection of the Property.

Upon receiving the certificate(s) of completion for the watermain distribution system, the Owner shall provide the City with a bill of sale of the infrastructure assets, utility easement dedication as needed, and other transfer documents such as owner affidavits and warranty terms. The warranty terms shall, at a minimum, be consistent

with the warranty requirements set forth in this Agreement.

The City has identified the need to upsize the watermain to serve this Property with the necessary fire flow protection. The increased watermain size extension was recently included in a project design on 18th Avenue N that will soon start in construction. The capacity upgrades include the extension of an 8" watermain from the west through the FEC railway right of way. The upsized main will afford the Property fire flow protection coverage that would be required if and when the 1601 N. Dixie Hwy building construction takes place. The further extension of this main will be necessary in order to fulfill the capacity needs of the Property as well as providing the distribution needs within the Property parcel.

The Water Utility estimates 50% of the amount set forth above will be for off-Property Infrastructure Improvements and 50% of the amount set forth above will be for on-Property Infrastructure Improvements.

Stormwater:

The Infrastructure Improvement Fund amount designated for the City's Stormwater Utility (\$100,000) is for the portion of infrastructure required to provide a stormwater collection and management systems to serve the Project's proposed multifamily with commercial use space of approximately 5.46 acres. This amount will finance the cost of engineering design, survey, subsurface locates, specifications, geotechnical data reports, schedules, plans, permitting, construction, qualified inspection, restoration, and certification. The design and engineering shall include, but not limited to, construction set of plans and specifications as well as established agency permitting and conforming to City stormwater policy. Construction shall include the installation of stormwater mains, catch basin structures, manholes, exfiltration trench, stormwater management basins, inspection administration, and restoration. The improvement will be to serve the property bounded by 17th Avenue N to 16th Avenue N and from N. Dixie Hwy to the FEC railway right of way.

The Stormwater Utility estimates 100% of the amount set forth above will be for off-Property Infrastructure Improvements.

Sanitary Sewer:

The Infrastructure Improvement Fund amount designated for the City's Sanitary Sewer Utility (\$200,000) is for the portion of infrastructure required to provide sanitary sewer collection system to serve the Project's proposed 230 multifamily units with clubhouse, and first floor live/work space. This amount will finance the cost of engineering design, survey, subsurface locates, specifications, schedules, plans, permitting, construction, qualified inspection, restoration, certification and easements. The design and engineering shall include, but not limited to, construction set of plans and specifications as well as established agency permitting. Construction shall include the installation of collection mains, sewer doghouse manholes, standard sewer manholes, service lateral to public cleanout, public cleanout assembly, testing, inspection administration, and restoration. The improvement will be to serve the property bounded by 17th Avenue N to 16th Avenue N and from N. Dixie Hwy to the FEC railway right of way.

Upon receiving the certificate(s) of completion for the sanitary sewer collection system, the Owner shall provide the City with a bill of sale of the infrastructure assets, utility easement dedication as needed, and other transfer documents such as owner affidavits and warranty terms. The warranty terms shall, at a minimum, be consistent with the warranty requirements set forth in this Agreement.

The Sanitary Sewer Utility estimates 10% of the amount set forth above will be for off-Property Infrastructure Improvements and 90% of the amount set forth above will be for on-Property Infrastructure Improvements.

EXHIBIT "D"
Calculations for Utility Incentive Fund

1. Water and Sewer Calculation:

To determine the Water and Sewer Incentive amount, estimate that the average apartment unit consumes an average of 120 gallons of water per day. Using that estimation, calculate the Water and Sewer amounts as follows for the Volume Charge:

Volume Charge Calculation Water	
Gallons per day	120
Days	30
Monthly Gallon Usage	3,600
Divide by 100 (bill by hundreds of gal.)	36
Multiple by Block 1 Usage Rate of .319	\$11.48

Volume Charge Calculation Sewer	
Gallons per day	120
Days	30
Monthly Gallon Usage	3,600
Divide by 100 (bill by hundreds of gal.)	36
Multiple by Block 1 Usage Rate of .383	\$13.79

Once the appropriate volume charge for Water and Sewer is established, add the base charges that currently appear on water and sewer bills per the fee schedule:

Charge Description	Water	Sewer
Customer Charge	\$4.97	\$4.10
Base Facility Charge	\$14.82	\$8.57
Volume Charge	\$11.48	\$13.79
Total Bill	\$31.27	\$26.46
Total Water/Sewer	\$57.73	

Then determine the total cost of Water and Sewer for 230 units for 36 months at \$58 per month and calculate the Incentive discount of 2.5%:

Discount Calculation	
Apt Units	230
Avg Bill	\$58
Total Months	36
Total Charges for 3 years	\$480,240
2.5% Discount	\$12,006.000

2. Stormwater Calculation:

To determine the Stormwater amount, calculate the total amount of Equivalent Residential Units (ERU's) and apply the fee of \$75.60 per ERU (current fee amount). Once the annual cost of Stormwater is determined, multiple by 3 years and then calculate the Incentive discount at 25% of that amount:

Stormwater Calculation	
Property Area (SF)	247,486.14
Propose Impervious	98,970.46
ERU Calc (Prop Imp/1715 SF)	57.7
ERU Cost per year	\$75.60
Total Stormwater Cost for 3 years	\$13,086.36
25% Discount	\$3,271.59

3. Electric Utility Calculation:

To determine the Electric Utility amount, calculate the average kWh cost per square foot of a facility of similar type and multiply that cost by the overall building square footage to obtain an estimated Annual Electric Revenue generated amount.

Average Annual Electrical Costs & Revenue	
Avg. annual electrical electrical costs kWh/Sq. foot	\$ 1.00
Building Square Footage	197,160
Annual Electric Revenue	\$ 197,160.00

Next, establish a 3-year average of Annual Electric Revenue and calculate the Incentive discount at 25% of that amount:

3-Years	
Annual Electric Costs	\$ 197,160.00
3-YR Electrical Costs	\$ 591,480.00
25% Developer Incentive	\$ 147,870.00

**AMENDMENT TO
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

THIS AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this "Amendment") is made and entered into as of this 13th day of December, 2019, by and between the CITY OF LAKE WORTH BEACH, FLORIDA, a Florida municipal corporation (the "City"), 1601 DIXIE, LLC, a Florida limited liability company ("Dixie") and joined in by 1601 DIXIE HOLDINGS, INC., a Florida corporation ("Holdings"). Dixie and Holdings shall hereafter jointly and severally be referred to as the "Owner" unless otherwise specified.

WHEREAS, City (formerly known as the City of Lake Worth) and Owner entered into that certain Economic Development Incentive Agreement with Effective Date of May 1, 2018 (the "Agreement"); and

WHEREAS, the parties have agreed to enter into this Amendment to modify certain terms and conditions of the Agreement; and

WHEREAS, this Amendment is necessary to further the objectives of the Agreement, and do not change the substance of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein in the sum of Ten and no/00 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree as follows:

1. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, then the terms of this Amendment shall control. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Unless otherwise defined herein all capitalized but undefined terms used herein shall have the same meanings assigned to the same in the Agreement.

3. The parties acknowledge that Holdings is no longer a necessary entity for purposes of performing any of the obligations of Owner under the Agreement. Accordingly, Holdings is hereby removed and deleted from the Agreement, shall have no rights, obligations or liabilities hereunder (whether current or preexisting), and the term "Owner" shall mean only Dixie and no other party.

4. Section 3(f) is added as follows:

(f) In connection with the construction financing for the Project, Owner's construction lender (as more particularly described below, along with its successors and assigns, the "Lender") requires that this Agreement be collaterally assigned to it. Accordingly, Owner shall have the right to collaterally assign its rights and obligations

under the Agreement (as amended herein and subsequently amended from time to time by written amendment executed by City and Owner or Lender) to Lender by Owner's execution of a "collateral assignment" document and other ancillary documents as required by Lender from time to time, pursuant to terms acceptable to Owner and otherwise customary for the Southeast Florida commercial loan industry (collectively, the "Collateral Assignment"). Owner and City agree as follows:

1. The Owner shall remain fully liable for all obligations under this Agreement following the Collateral Assignment (and the enforcement thereof by Lender, if applicable).
2. Should the Lender exercise its rights under the Collateral Assignment and there is no default hereunder (following all applicable notice and cure periods), then the rights, obligations and benefits of this Agreement shall run to the benefit of the Lender, and the City shall, in good faith, perform all of its obligations hereunder pursuant to the terms hereof and Lender shall, in good faith, perform all of the Owner's obligations hereunder pursuant to the terms hereof. Upon such exercise, the Lender shall be jointly and severally liable for all of Owner's responsibilities and obligations under the Agreement. Lender shall promptly provide written notice to City if and when Lender exercises its rights under the Collateral Assignment, such notice to include notice information in conformance with Section 6 below (to the extent Lender's notice information is different than set forth below).
3. Lender shall be notified at the address designated below (or such other address as may be designated in writing by Lender from time to time) of any default under this Agreement which would entitle the City to revoke or terminate this Agreement or the funding obligations of the City hereunder. The City agrees that, notwithstanding any provisions of this Agreement to the contrary, no such revocation or termination will be effective against Lender unless Lender is afforded the same notice and right to cure as Owner under Section 18 of the Agreement (including, without limitation, the time frames provided therein); provided, however, that should Owner and Lender be afforded notice pursuant to the terms herein, then such notice and cure periods shall run concurrently.
5. The Infrastructure Improvement Fund, at Owner's direction, may be funded to a Lender controlled account pursuant to a separate agreement between Owner and Lender; provided that such funding shall otherwise be in conformance with, and subject to, all of the terms and conditions of this Agreement. Owner, or Lender if after exercising its rights under the Collateral Assignment, shall provide the City with no less than ten (10) business days' written notice of the request to provide the funds to the Lender controlled account.

6. Section 24 is modified to add the following notice information (which may change by notice to the parties pursuant to Section 24:

If to Lender: TREZ CAPITAL (FLORIDA) CORPORATION
c/o Trez Capital
Attn: Mark Deer
#1700-745 Thurlow Street
Vancouver, BC, Canada, V6E 0C5
Phone No: 778-785-2502
E-mail: Notices@trezcapital.com

With a Copy to: TREZ CAPITAL (FLORIDA) CORPORATION
c/o Trez Forman Capital
Attn: Jeff Gersh
1501 Corporate Drive, Suite 240
Boynton Beach, Florida 33426
Phone No: 561-588-0132
Notices@trezcapital.com

And a Copy to: BRYAN CAVE LEIGHTON PAISNER LLP
(not constituting notice) Attn: Eugene Balshem, Esq.
200 South Biscayne Boulevard, Suite 400
Miami, Florida 33131
Phone No: 786-322-7391

7. A list of the updated Design & Engineering Documents, which have been approved by City, and are on file with City, is attached hereto together as Exhibit "C-1" and replaces Exhibit "C" to the Agreement in all respects.

8. Each of City, Dixie and Holdings represent and warrant that as of the date hereof that: (a) no party has knowledge of a default under any of the terms, covenants or provisions of the Agreement and no party has knowledge of any event which, but for the passage of time or the giving of notice or both, would constitute an event of default by another party under this Agreement; (b) the obligations of Owner as set forth in Section 5(a)(1), (2), (3) and (5) of the Agreement shall be satisfied as of or with the Owner's closing with the Lender; (c) the obligation of the Owner as set forth in Section 5(a)(4) and (6) have been satisfied; and, (d) the obligation of the Owner as set forth in Section 5(a)(7) shall be satisfied once the Owner receives the funding at closing to pay for the building permits as the building permits are ready.

9. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. A copy of this Amendment and any signatures hereon shall be considered for all

purposes as originals. Except as otherwise amended and modified hereby, the Agreement shall remain unmodified and in full force and effect and shall be deemed effective.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused their representatives to execute this Amendment this 13th day of December, 2019.

Signed in the presence of:

CITY

CITY OF LAKE WORTH BEACH, FLORIDA

CS
Print Name Christy Goddeau

By: [Signature] FOR
Michael Bornstein, City Manager

Date 12/13/2019

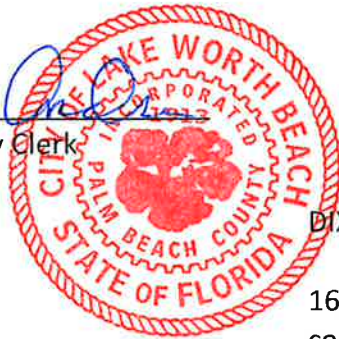
Francis J. Kelly
Print Name FRANCIS J. KELLY

ATTEST:

Approved as to form and legal sufficiency:

By: [Signature]
Deborah M. Andrea, City Clerk

By: [Signature] FOR
Glen J. Torcivia, City Attorney



DIXIE/OWNER

1601 DIXIE, LLC, a Florida limited liability company

Print Name _____

By: _____
As _____

Print Name _____

Date _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as the _____ of _____, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public:

Print Name: _____
My commission expires: _____

IN WITNESS WHEREOF, the parties have caused their representatives to execute this Amendment this ____ day of _____, 2019.

Signed in the presence of: CITY
CITY OF LAKE WORTH BEACH, FLORIDA

Print Name _____

By: _____
Michael Bornstein, City Manager

Date _____

Print Name _____

ATTEST:

Approved as to form and legal sufficiency:


By: _____
Deborah M. Andrea, City Clerk


By: _____
Glen J. Torcivia, City Attorney

DIXIE/OWNER

1601 DIXIE, LLC, a Florida limited liability company


Print Name Jennifer Ferrid

By:  _____
As President



Print Name Luz Rivera

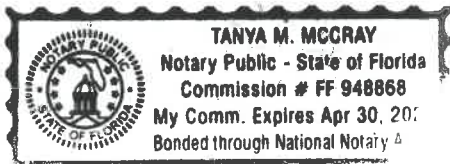
Date 12.13.19

STATE OF Florida
COUNTY OF Lake Worth

The foregoing instrument was acknowledged before me this 13th day of December 2019 by Jeffrey Ryan Burns as the President of 1601 Dixie, LLC, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FL Driver's license as identification.


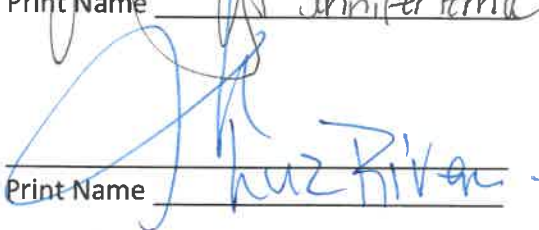
Notary Public:


Print Name: Tanya M. McCray
My commission expires: FF948868



JOINDER

1601 Dixie Holdings, Inc. hereby joins in the Amendment to Economic Development Incentive Agreement to which this Joinder is attached, to confirm that 1601 Dixie Holdings, Inc. is no longer a party to such Agreement and is not the (or an) Owner thereunder.


Print Name Jennifer Fernid

Print Name Luz Rivas

1601 DIXIE HOLDINGS, INC., a Florida corporation

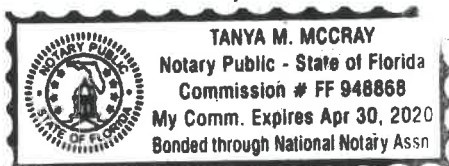
By: 
As President

Date 12/13/19

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13th day of December, 2019 by Jeffrey Ryan Burns as the President of 1601 Dixie Holdings, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FL D. License as identification.

Notary Public:



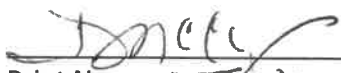

Print Name: Tanya M. McCray
My commission expires: FF 948868

EXHIBIT "C-1"

Updated Design and Engineering Documents

[see attachment]

THE MID - 1601 North Dixie Highway (19-4544)

Utility Plans (U)	Drawing Date	*Original Drawing Date 4/26/19
Sheet U-01	9/11/2019	Utility Plan
Sheet U-02	10/26/2018	Utility Plan
Sheet U-03	4/26/2019	Utility Details
Sheet U-04	4/26/2019	Utility Details
Sheet U-05	4/26/2019	Utility Details
Sheet U-06	4/26/2019	Utility Details
 Erosion Control (EC)		
Sheet EC-01	7/15/2019	Erosion Control Plan
Sheet EC-02	4/26/2019	Erosion Control Details
 Pavement Parking & Signage (PMS)		
PMS-1	4/26/2019	Pavement Marking & Signage Plan
PMS-2	4/26/2019	Pavement Marking & Signage Details
 Paving-Grading-Drainage (D)		
Sheet D-01	9/11/2019	Pave-Grade-Drain Plan
Sheet D-02	8/28/2019	Preliminary Pave-Grade-Drain Details
Sheet D-02A	8/28/2019	Pave-Grade-Drain Detail
Sheet D-03	8/9/2019	Cross Sections
 Site Development Drawings		
Sheet C-01	9/11/2019	Cover Sheet
Sheet C-02	4/26/2019	General Notes
Sheet C-03	7/15/2019	Site Plan
Sheet C-04	4/26/2019	Preliminary Site Details
Sheet C-05	7/15/2019	Demolition Plan
Sheet C 06	7/15/2019	Demolition Plan

**SECOND AMENDMENT TO
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

THIS SECOND AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this "Second Amendment") is made and entered into as of this 24 day of February, 2020, by and between the CITY OF LAKE WORTH BEACH, FLORIDA, a Florida municipal corporation ("City"), 1601 DIXIE, LLC, a Florida limited liability company ("Owner").

WHEREAS, City (formerly known as the City of Lake Worth) and Owner entered into that certain Economic Development Incentive Agreement with Effective Date of May 1, 2018 as modified by that Amendment dated December 13, 2019 (the "Agreement"); and

WHEREAS, City and Owner acknowledge that Owner has entered into a separate contract with Moss & Associates, LLC ("Moss") for the construction of the Infrastructure Improvements (the "Infrastructure Contract"), a copy of which is attached hereto as **Exhibit "A-1"**; and

WHEREAS, Owner has applied for and City has issued the building permits for Owner to commence the Project; and

WHEREAS, Owner has proposed to have Moss provide a public construction bond for the Infrastructure Improvements; and

WHEREAS, the public construction bond to be provided includes the bond and dual obligee rider ("Bond"), which are attached hereto as **Exhibit "A-2"**; and

WHEREAS, the parties have agreed to enter into this Second Amendment to modify certain terms and conditions of the Agreement in order to address the savings clause in the Bond's dual obligee rider and ensure the bond remains in effect until all conditions of the bond are satisfied in full; and

WHEREAS, this Second Amendment is necessary to further the objectives of the Agreement, and do not change the substance of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein in the sum of Ten and no/00 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree as follows:

1. In the event of any conflict between the terms of this Second Amendment and the terms of the Agreement, then the terms of this Second Amendment shall control. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Unless otherwise defined herein all capitalized but undefined terms used herein shall have the same meanings assigned to the same in the Agreement.

3. Section 3(g) is hereby added as follows:

(g) City and Owner acknowledge that Owner has entered into the Infrastructure Contract directly with Moss. The Infrastructure Contract provides that City is a third party beneficiary thereof; however, City shall have no obligation and shall not be liable for any costs, claims, fees or expenses under the Infrastructure Contract.

4. Section 5(b)(1) is hereby replaced with the following:

(1) Payment of Infrastructure Improvements Fund.

Within three (3) business days of the date the Second Amendment to this Agreement is approved by City's City Commission, Owner shall cause the Bond to be executed and recorded, and shall execute, the escrow agreement attached hereto as Exhibit "A-3" (the "Escrow Agreement") with the escrow agent provided therein ("Escrow Agent"). Within two (2) business days of the City's receipt of a copy of the recorded Bond and a copy of the executed Escrow Agreement, City shall execute the Escrow Agreement and deposit with the Escrow Agent fifty percent (50%) of the Infrastructure Improvements Fund (the "Infrastructure Deposit"). Except as provided in this Second Amendment, such funds while placed with Escrow Agent shall be subject to all terms and conditions of this Agreement.

In the event of a default by Owner under the Infrastructure Contract which is continuing for more than fifteen (15) business days after notice from Moss to Owner, Moss shall deliver a copy of such written notice of default to City and to Escrow Agent, which shall identified reason for default and all amounts demanded to be paid to Moss under the Infrastructure Contract (a "Default Notice"). In the event that City receives a Default Notice from Moss then, within ten (10) business days, City shall in its sole discretion have the right, but not the obligation and in addition to any other remedy City may have, to direct Escrow Agent in writing to release the portion of the Infrastructure Deposit as is demanded in the Default Notice to Moss pursuant to the terms of the Infrastructure Contract. If Escrow Agent receives such written direction from City, Escrow Agent shall promptly (within three (3) business days of receipt of City's written direction) release the identified Infrastructure Deposit amount to Moss. Such payment shall constitute a cure of Owner's default evidenced by the Default Notice and Moss shall continue to perform under the Infrastructure Contract as stated therein.

If Escrow Agent has released all of Infrastructure Deposit to Moss pursuant to City's written direction (or the Escrow Agent released the Infrastructure Deposit to Owner as authorized herein) and City receives an additional Default Notice(s) from Moss, City shall in its sole discretion have the right, but not the obligation and in addition to any other remedy City may have, to pay the portion of the remaining Infrastructure Improvement Fund as is demanded in the additional Default Notice(s) to the Escrow Agent within ten (10) business days of receipt of the Default Notice(s). City may then direct Escrow Agent to pay the identified portion of the remaining Infrastructure Improvement Fund as demanded in the additional Default Notice(s) to Moss pursuant to the terms of the Infrastructure Contract. If Escrow Agent receives such funds and written direction from City, Escrow Agent shall promptly (within three (3) business days) release the identified Infrastructure Improvement Fund amount to Moss. Such payment shall constitute a cure of Owner's default evidenced by the Default Notice and Moss shall continue to perform under the Infrastructure Contract as stated therein.

If City directs Escrow Agent to make payments to Moss as provided above, Owner shall be responsible for all costs and expense to City including without limitation City's reasonable attorney's fees for reviewing the Default Notice and any related documents and all related legal services. Said costs may be deducted by City from the Infrastructure Improvement Fund amount remaining to be paid.

The City's City Manager is authorized to execute the Escrow Agreement for the City and to provide written direction to the Escrow Agent as set forth herein.

Once Moss has been paid an amount equal to the Infrastructure Deposit for work under the Infrastructure Contract (whether by the Owner, Lender or by the Escrow Agent), the Owner shall cause Moss to send a written notarized statement to the City, Lender, Owner and Escrow Agent of its receipt of an amount equal to the Infrastructure Deposit for work under the Infrastructure Contract, which shall include a statement that there is no pending default under the Infrastructure Contract and that the Bond remains in full force and effect ("Receipt Notice"). Upon delivery of the Receipt Notice, the Infrastructure Deposit (or the remaining Infrastructure Deposit amount) shall be released by the Escrow Agent to Owner (or, at Owner's election to a Lender controlled account).

Upon receipt of a certificate(s) of completion for the Infrastructure Improvements or other confirmation of completion of the Infrastructure Improvements as agreed to by City, Owner (or Lender on Owner's behalf) may submit a payment disbursement request to City for the balance of the Infrastructure Improvements Fund (less any payment previously paid by City to

the Escrow Agent and less any amount retained by City for City's costs). Within thirty (30) days following City's receipt of the Owner's (or Lender's) payment disbursement request, City shall verify that the Infrastructure Improvements have been completed, and if verified, pay to the Owner (or, at Owner's election, to a Lender controlled account) the balance of the Infrastructure Improvement Fund (less any payment previously paid by City to the Escrow Agent and less any amount retained by City for City's costs).

5. City shall have the right to audit all payments made by the Escrow Agent including, but not limited to, all documentation submitted to the Escrow Agent for disbursement of funds to Moss.

6. All costs, fees and expenses of the Escrow Agreement and Escrow Agent shall be paid by Owner.

7. This Second Amendment shall not become effective until signed by Owner and approved by City's City Commission and executed by the Mayor (or designee) and City Clerk.

8. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. A copy of this Second Amendment and any signatures hereon shall be considered for all purposes as originals. Except as otherwise amended and modified hereby, the Agreement shall remain unmodified and in full force and effect and shall be deemed effective.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused their representatives to execute this Second Amendment this 24th day of February, 2020.

Signed in the presence of:

CITY

Print Name Melissa Coyne

CITY OF LAKE WORTH BEACH, FLORIDA

By:

Michael Bornstein, City Manager

Date February 24, 2020

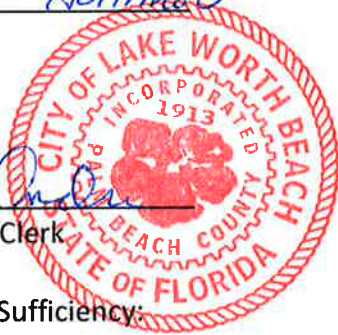
Print Name Beatrice Holloman

ATTEST:

Approved as to form and legal sufficiency:

By:
Deborah M. Andrea, City Clerk

By:
Glen J. Torcivia, City Attorney



Approved as to Financial Sufficiency:

By:
Bruce T. Miller, Financial Services Director

[OWNER SIGNATURE ON FOLLOWING PAGE]

OWNER

1601 DIXIE, LLC, a Florida limited liability company

[Signature]
Print Name Kenia Santos

By: [Signature]
As President

[Signature]
Print Name Gal Adams

[Corporate Seal]

Date 02-14-2020

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me physically this 14th day of February 2020 by Jeffrey R Burns as the President of 1601 Dixie, LLC, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following N/A as identification.

Notary Public:

[Signature]
Print Name: Michelle A. Rice
My commission expires: 11-13-2021



EXHIBIT "A-1"

Infrastructure Contract

(attached hereto)

AIA® Document A102™ - 2007

notwithstanding the watermark draft, the agreement is being signed as is and both parties agree it is in final form.

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 30th day of January in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

1601 Dixie LLC
414 N Andrews Avenue, Fort Lauderdale, FL 33301

and the Contractor:
(Name, legal status, address and other information)

Moss & Associates, LLC
2101 N. Andrews Avenue
Fort Lauderdale, FL 33311

for the following Project:
(Name, location and detailed description)

The Mid
1601 North Dixie Highway
Lake Worth Beach, FL 33460

The Architect:
(Name, legal status, address and other information)

Glidden Spina & Partners Architecture Interior Design Inc.
207 Sixth Street
West Palm Beach, FL 33401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

DS DS
[Signature] [Signature]

TABLE OF ARTICLES

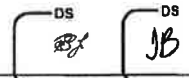
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the General Contract (the A201 General Conditions of the Contract for Construction, as modified in writing by the parties), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

In the event of any conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

- Highest Priority: Change Orders and Construction Change Directives
- Second Priority: Amendments and Addenda issued after the date of the Agreement with later date having greater priority
- Third Priority: Contractor's Qualifications and Assumptions attached hereto
- Fourth Priority: Agreement
- Fifth Priority: General Conditions, as modified by the parties
- Sixth Priority: Drawings, with detailed drawings taking precedence over large scale

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Seventh Priority: Specifications

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The Contractor may provide incidental services involving construction consulting, including preconstruction consultation and value engineering. The Owner acknowledges that, notwithstanding any other provision of the Agreement, such services are advisory and are not to be considered professional design services. Owner will refer such matters to its own design professional for professional guidance, and accordingly, the Contractor shall have no liability to the Owner with respect to any such professional design services. Contractor is responsible for its own means and methods to perform hereunder.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests as made known to the Contractor. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be the latter of the date of this Agreement, the date to be fixed in a notice to proceed issued by the Owner or when all the below conditions are met:

- 1) Governmental approvals and/or permits have been issued for the applicable stage of the Work to commence.
- 2) Proper evidence of financing in accordance with the General Conditions
- 3) Filing of Notice of Commencement by Owner
- 4) Executed Owner-Contractor Agreement
- 5) Evidence of Builder's Risk Insurance (if to be provided by Owner)

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **March 17, 2021-319 working days/ 458 calendar days from the date of commencement, or as follows:**

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

See Exhibit E - Schedule

Portion of Work	Substantial Completion date
	03/17/2021

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time, or for bonus payments for early completion of the Work.)

If Contractor fails to Substantially Complete the Work within the Contract Time, then Contractor shall pay to Owner, as liquidated damages (but not as a penalty) the following:

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(i) for each Unit included within the Work, an amount equal to Thirty Five and 00/100 Dollars (\$35.00) per Unit, per calendar day after the first sixty (60) calendar days following the expiration of the Contract Time. The liquidated damage rate shall increase to One Hundred and 00/100 Dollars (\$100.00) per Unit, per calendar day for each and every calendar day after the first ninety (90) calendar days and thereafter until Contractor Substantially Completes the Unit; and

(ii) for the Common Areas included within the Work, an amount equal to One Thousand and 00/100 Dollars (\$1,000.00) per calendar day for each and every calendar day after the first sixty (60) calendar days following the expiration of the Contract Time until Contractor Substantially Completes the Common Areas. The total amount of liquidated damages shall not exceed one half (1/2) of the Contractor's Fee.

If Contractor achieves Substantial Completion of the entire Work before the Completion Date as modified, then Owner will pay Contractor a bonus of One Thousand dollars (\$1,000) per day commencing on the date of Substantial Completion of the entire Work was achieved and ending on the date that is fourteen (14) days before the Completion Date. Any bonus payment will be in addition to the Contract Sum and GMP.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

a lump sum amount that will be equivalent to _____ percent (0%) of the direct costs of the Work, including the Contractor Controlled Contingency and the cost of bonds and insurance, as determined by the acceptance of the Guaranteed Maximum Price by the Owner, which fee will then be converted into a lump sum amount of (\$0.00). This amount will be paid proportionately on a monthly basis in an amount equal to the percentage of Work in place for the current billing month. No retainage shall be withheld from the Contractor's Monthly Fee billings. Deductive Change Orders reductions in allowance items will not change the Contractor's Fee. However, to the extent that the Contractor Controlled Contingency is not used, and a deductive change therefore made to the GMP to reduce it by the unused amount, the fee will be reduced by 0% of the unused contingency.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

NA

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed One Hundred percent (100%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
NA		

§ 5.2 GUARANTEED MAXIMUM PRICE

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed \$1,035,000.00, or an amount set forth in the attached Exhibit A (Schedule of Values), subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§5.2.1.1 Upon Final Completion of the Work, if the total Cost of the Work plus the Contractor's Fee is less than the Guaranteed Maximum Price, as adjusted in accordance with this Agreement, then the difference shall be "savings". The savings shall be allocated as follows:

DS [Signature] DS [Signature]

(a) (50%) to Owner and (b) (50%) to Contractor. Owner shall pay Contractor's share of savings as additional compensation as part of Contractor's Final Payment; provided, however, that savings shall not include any deletions from the scope of the Work to be performed under this Agreement.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Described within the GMP Qualifications

§ 5.2.3 Allowances included in the Guaranteed Maximum Price, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
See Exhibit B - Allowances NA	

§ 5.2.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Exhibit A - Qualifications and Assumptions

§ 5.2.5 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.3 CONTRACTOR'S CONTROLLED CONTINGENCY

The "Contractor's Controlled Contingency" shall be \$0.00. The "Contractor's Controlled Contingency" is for the exclusive use of the Contractor to address unexpected circumstances and to defray unanticipated charges and additional expenses incurred by the Contractor due to errors in estimating both time and money and for the Contractor's costs and expenses incurred to correct subcontract scope and other deficiencies and subcontractor field errors and omissions, to the extent not paid for by Subcontractor, that are not otherwise reimbursable and do not constitute a change in the Work as defined in the General Conditions to this Agreement. No Owner approval is necessary in order for the Contractor to be able to access and utilize the Contractor's Controlled Contingency. However, such utilization shall be related to the Work and charges against the Contractor's Controlled Contingency will be tabulated and reported by the Contractor as part of the Contractor's Monthly Progress Report to the Owner. Contractor will also provide a tracking system for the measurement and transfers of contingency accounts. The full amount of any remaining Contractor's Controlled Contingency shall be considered to be within the GMP for purposes of the calculation of any "Shared Savings" at the Final Completion of the Work.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to

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subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 COST OF THE WORK

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7. Owner's written approval or consent as required hereunder shall not be unreasonably withheld.

§ 7.1.2 Where any cost is subject to the Owner's prior written approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

§ 7.2 LABOR COSTS

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site and personnel in the main or branch offices of Contractor who perform activities directly related to the Project, including Contractor's project management staff and safety engineer at the home office when engaged in performance of the Work under this Agreement, and usual vacation pay, incentive bonuses and profit sharing made by Contractor to its superintendents, foremen and managers on the Project with all such sums being included within the GMP.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior written approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 15, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or as part of employees' salary package and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and retirement, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 and will be cost at the fixed rate of 69.43__% of wages and 69.43__% of salaries.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 7.3 SUBCONTRACT COSTS

Payments made by or due from the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ 7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

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§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ 7.5.1 Costs of transportation, storage, installation, maintenance, storage taxes, insurance, repairs, unloading, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval. Rental and/or leasing of automobiles (including leased automobiles and vehicle allowances paid by Contractor to employees providing services in connection with the Work).

§ 7.5.3 Costs of removal of waste and debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs incurred in the Contractor's home office or field in connection with the project for document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site, cell phones used by site personnel, reasonable petty cash expenses of the site office, and charges for electronic document management system, charges for on-site power consumption, water, sanitary facilities, first aid, elevator services and hoisting.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 MISCELLANEOUS COSTS

§ 7.6.1 Contractor shall provide the Owner with complete copies of all insurance certificates required by the Contract Documents within ten (10) days of date of execution of this Contract by the Owner and Contractor. Costs of premiums for all bonds and insurance, including Builder's Risk if to be provided by Contractor and Contractor's General Liability (general liability will cost a fixed rate of one half of one percent (0.50%) of the final Contract amount and the Contractor's Bond pursuant to Florida Statute 713.245 will cost a fixed rate of N/A for this phase), which Contractor is required by the Contract Documents to purchase and maintain and/or Contractor requires, including cost of Performance & Payment bonds for subcontractor and/or suppliers. If SDI is used on this project, the amount shall be at a fixed rate of one and one-quarter percent (1.25%) of the total subcontract and purchase order amounts. **No bond required for the Project. A Florida Statute 255.05 bond shall be furnished and will be billed to the owner at eight tenths of one percent (0.8%).** Builder's Risk insurance and deductibles thereunder will be paid for by Owner outside of the GMP. Contractor shall cooperate with Owner in administering the OCIP policy, provide all necessary information as may be reasonably requested and assist in obtaining refunds from all subcontractors.

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

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§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

~~7.6.6 The Contract Sum as set forth in Exhibit "A" contains a General Conditions line item of \$1,550,000.00. That dollar amount shall be amortized over 14.5 months payable once each consecutive month when a draw request is submitted for the month. Should the Project be delayed due to cause beyond Contractor's fault, the monthly payment shall continue at the same rate until final completion. Notwithstanding the foregoing, in the event of such a delay, Contractor shall provide evidence reasonably satisfactory to Owner of the application of the General Conditions payments during any month that exceeds the initial construction schedule, and any such payment shall be for direct actual costs, not based on a flat fee or lump sum.~~

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Legal, and accounting support, including attorneys' fees and experts, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior written approval, which shall not be unreasonably withheld.

§ 7.6.9 Subject to the Owner's prior written approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work with Owner's written approval if expenditure is anticipated to be above \$5,000.

§ 7.6.11 - N/A

§ 7.7 OTHER COSTS AND EMERGENCIES

§ 7.7.1 Any cost not specifically and expressly excluded by Section 8 which the Contractor reasonably and necessarily incurs in the performance of the Work or in the furtherance of the Project, with such sums being included within the GMP, provided, however that any such cost in excess of ten thousand dollars (\$10,000) per item shall not be included as a Cost of Work, unless such cost is approved in writing in advance by the Owner, whose approval shall not be unreasonably withheld.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others. The parties will work together to recover such costs from available insurances, subcontractors or others.

§ 7.7.4 Losses and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the Work, provided they have resulted from causes other than the negligence or the willful or wanton misconduct of Contractor. Such losses shall include deductibles on any insurance loss settlements made with the written consent and approval of Owner. No such losses and expenses shall be included in the Cost of Work for the purpose of determining Contractor's Fee nor shall such sums be included within the GMP. If, however, such loss requires

reconstruction, and Contractor is placed in charge thereof, it shall be paid for this service a fee proportionate to that stated in Article 5.1.2.

§ 7.7.5 Not Used

§ 7.7.6 Costs associated with third party quality assurance programs.

§ 7.8 RELATED PARTY TRANSACTIONS

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2. or as may be provided in Article 15;
- .2 Expenses of the Contractor's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Article 7;
- .4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .5 Except as provided in Section 7 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Article 7, or the GMP; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

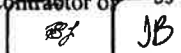
ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Contractor Controlled Contingency if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Contractor Controlled Contingency, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Contractor Controlled Contingency in accordance with the provisions of Section 9.1 shall be shared between the Owner and Contractor as provided for in Article 5.2.1.1.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner. The Owner shall then determine, with the advice of the Contractor, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor or Owner has reasonable objection.

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§ 10.2 When a specific bidder (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS (The time frames included in Article 12 are subject to reasonable adjustment by the parties hereto as may be required by Owner's lender)

§ 12.1 PROGRESS PAYMENTS

§ 12.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Ending the Last Day of each Month

§ 12.1.3 Provided that a proper Application for Payment is received by the Owner and Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the month. If an Application for Payment is received by the Architect and Owner after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect and Owner receive the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee and General Conditions Contractor will provide partial lien releases in accordance with Florida Statute 713 through and to the extent of the prior month's disbursement from Contractor and lower tier subcontractors who filed and served a proper Notice to Owner.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Subtract retainage of ten percent (10%) until Project is at fifty percent (50%) completion. Upon fifty percent (50%) completion, Contractor shall invoice and Owner shall release fifty percent (50%) of the withheld retainage (thereby reducing withheld retention to five percent (5%)). Thereafter, retention will continue at the rate of five percent (5%) until Substantial Completion. Notwithstanding the above, no retainage shall be held on Contractor's Fee, General Condition / General Requirements, insurance costs, Bond Costs or costs on material purchased directly by Contractor from a supplier.
- .3 (a) Add the Contractor's Fee, The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of «0 » percent («0 » %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007, provided, however, that no amounts shall be subtracted from General Conditions Contractor's Fee, General Requirements, insurance costs, bond Costs or costs on material purchased directly by Contractor from a supplier.

§ 12.1.8 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect and Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 FINAL PAYMENT

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 Contractor has provided a final Contractor's affidavit and conditional final lien releases from lower tier subcontractors who filed and served a proper Notice to Owner in accordance with Florida Statute 713 .
- .4 The certificate of occupancy or its equivalent (CO) has been obtained from the applicable government agency, unless the same is delayed or not available due to causes beyond Contractor's fault, in which case the CO shall not be required for Final Completion.

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Owner by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, notify the Contractor and Owner in writing of the Owner's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation by an independent third party of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall not result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after Final Completion of the Work, receipt of Final Contractor's Affidavit, Contractor's Final Conditional Release of Lien and Contractor's final Application for Payment.

« »

§ 12.2.5 If, subsequent to final payment, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 INITIAL DECISION MAKER NA

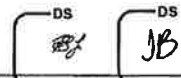
NA

§ 13.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

DS DS


[**X** »] Litigation in a court of competent jurisdiction located in Broward County, Florida. This contract is governed by Florida law. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY.

[« »] Other (Specify)

« »

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 14.2 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2007, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201-2007 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee and General Conditions computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 14.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.4 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.1 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Prime plus two percent (2%) « » % « »

§ 15.3 The Owner's representative:
(Name, address and other information)

1601 Dixie LLC
414 N Andrews Ave.
Fort Lauderdale, FL 33301

DS DS
[Signature] *[Signature]*

Attn: Jeff Burns
CC Nick Rojo and Michelle Rice
§ 15.4 The Contractor's representative:
(Name, address and other information)

« »
« Moss & Associates, LLC»
« 2101 N. Andrews Avenue»
« Fort Lauderdale, FL 33311»
«Attn: Randy Spicer Jr. »
« CC: Brett Atkinson and Bruce Moldow»

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 15.6 Other provisions:

1. The City of Lake Worth Beach ("City") is a third-party beneficiary of the contract, however, City shall have no obligation and shall not be liable for any costs, claims, fees or expenses hereunder.
2. In the event of a default by Owner which is continuing for more than fifteen (15) business days after notice from Contractor to Owner, Contractor shall deliver a copy of such written notice of default to City and to First American Title Insurance Company, as Escrow Agent, which shall identify the reason for default and all amounts demanded to be paid to Contractor. If the default is cured within ten (10) days thereafter, Moss shall continue to perform pursuant to this agreement.
3. Escrow Agent's notice address is First American Title Insurance Company, 2121 Ponce de Leon Blvd, Suite 710 Coral Gables, FL 33134, ATTN: Yessie A. Gonzalez, Senior Commercial Escrow Officer (lcrawford@firstam.com)
- « » 4. City's notice address is City of Lake Worth Beach, 7 N Dixie Highway, Lake Worth Beach, FL 33460, ATTN: Michael Bornstein, City Manager (mbornstein@lakeworthbeachfl.gov);**

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 16.1.1 The Agreement is this executed AIA Document A102-2007, Standard Form of Agreement Between Owner and Contractor as modified herein.

§ 16.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction as modified.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 16.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Title of Specifications exhibit:

§ 16.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Title of Drawings exhibit:

See Exhibit B – Contract Documents

§ 16.1.6 The Addenda, if any:

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** with a copy to Torcivia, Donlon, Goddeau & Ansay, P.A., 701 Northpoint Parkway, Suite 209, West Palm Beach, FL 33407
ATTN: Christy I. Goddeau, Esq. (christy@torcivialaw.com)

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

§ 16.1.7 Additional documents, if any, forming part of the Contract Documents: NA

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 17 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007. Contractor shall not be obligated to provide a bond until the conditions in Article 4.1 are satisfied. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remaining copy to the Owner.

DocuSigned by:


 4CA385167B9D4CC

DocuSigned by:


 CONTRACTOR (Signature)
 Moss & Associates, LLC

Jeff Burns - Owner's authorized representative
(Printed name and title)

Brett Atkinson - Executive Vice President
(Printed name and title)

DS 	DS 
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notwithstanding the watermark draft, the agreement is being signed as is and both parties agree it is in final form.

AIA[®] Document A201[™] - 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
The Mid
1601 North Dixie Highway
Lake Worth Beach, FL 33460

THE OWNER:
(Name, legal status and address)
1601 Dixie LLC
414 N Andrews Ave
Fort Lauderdale, FL 33301

THE ARCHITECT:
(Name, legal status and address)
GliddenSpina & Partners Architecture Interior Design Inc.
207 Sixth Street
West Palm Beach, FL 33401

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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[Signature] [Signature]

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The Agreement and the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Not Used.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Work shall consist of all items specifically included in the Contract Documents, as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the Work in accordance with the Contract Documents. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves, any of which are recognized by the Contractor or which should reasonably have been recognized by the Contractor^{DS} exercising the standard of care ordinarily exercised by a contractor of the Contractor's like skill and experience shall **JB**

be promptly referred to the Owner by the Contractor for clarification or explanation.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3.1 In general, the Drawings are intended to nominate and establish the location, quantity and relationship of work, and the Specifications are intended to define the type and quality of materials and workmanship requirements of the work shown.

§ 1.2.3.2 When a requirement is made by the Contract Documents that is not possible to meet, such as the requirements for an unavailable material, the Contractor shall submit prompt notice to the Owner and Architect for direction under Article 4.2.1 with approval by Owner as required.

§ 1.2.4 The Contractor shall provide and erect acceptable barricades, fences, signs and other traffic devices to protect the Work from traffic and the public in the manner required by the Contract Documents."

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

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§ 2.1.3 The Owner reserves the right to observe the Work at any time within reason, as coordinated with Contractor. The presence of the Owner or its representatives at the project site does not imply concurrence or approval of the Work.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work ~~and when the Guaranteed Maximum Price is established~~, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Unless provided specifically to the contrary, the Owner shall be responsible for obtaining and paying for all permits, licenses, fees, and charges, excepting only the Contractor's license. By way of example and not limitation, the Owner shall secure and pay separately and outside the Contract Sum for all necessary approvals, assessments, permits, licenses, fees, charges, and costs related to the real property, including title, easements, and zoning; use or occupancy of permanent structures, including compliance with applicable codes; permanent changes in existing facilities; permits and authorizations for effluent, air pollution, water pollution, or other environmental impacts; removal and disposal of hazardous, toxic, contaminated, or harmful substances; impact or other fees related to the effect of completed construction on utilities; and satisfying requirements of governmental authorities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or materially fails to carry out Work in accordance with the Contract Documents, then after written notice to the Contractor and opportunity to cure, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period (unless extended by Owner) after receipt of written notice from the Owner and fails to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary solely by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the

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Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.1.1 The Contractor is responsible for determining that all of the Contractor's subcontractors are insured and duly licensed in accordance with the federal, state and local licensing laws unless otherwise agreed by Owner.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.


The Contractor acknowledges and declares that it has visited and examined the site; generally examined visible conditions affecting the Work; and is generally familiar with the conditions thereon and thereunder affecting the same. In connection therewith, the Contractor specifically represents and warrants to the Owner that it has reviewed: (1) the nature, location, and character of the Project and the site, including, without limitation, the surface conditions of the site and all structures and obstructions thereof, both natural and man-made, and all surface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including, without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, and labor necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

In connection with the foregoing, and having examined all Contract Documents as aforesaid and having visited the site, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents that it has not discussed with Owner and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify the Owner of such fact.

Further, Contractor recognizes the extra degree of care required under the urban site construction circumstances with respect to safety, protection of pedestrians, cleanliness of the site, health and other laws, and protection of existing utilities, adjacent streets, and property. In arriving at the Contract Sum and the Contract Time, the Contractor has or will, as an experienced and prudent contractor, exercise(d) its best judgment and expertise to include the impact of such circumstances upon the Contract Sum and Contract Time. The parties agree that time is of the essence with respect to all time requirements in the Contract Documents."

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Nothing herein is intended to preclude the Contractor from delegating responsibility and control over construction means, methods, techniques, sequences and procedures to subcontractors performing portions of the Work.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect or the Owner issues in response to the Contractor's notices or requests for information pursuant to 

Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 If any errors, inconsistencies or omission in Contract Documents are recognized or reasonably should have been recognized by the Contractor, the Contractor shall be responsible for notifying the Owner in writing of such error, inconsistency or omission before proceeding with the Work. The Owner will take such notice under advisement and within a reasonable time commensurate with job progress render a decision. If Contractor fails to give such notice and proceeds with such Work, it shall correct any such errors, inconsistencies or omissions. Owner shall bear all resulting costs except the additional costs that resulted from Contractor's failure to comply with this provision.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall not be liable for any adverse consequences from adhering to such instructions, including but not limited to the failure of such instructions to produce desired results. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Owner or Architect when applicable. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 As provided herein the Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work under a contract with Contractor for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Owner or Architect when applicable, in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 By making requests for substitutions as provided above, the Contractor represents that the Contractor or its Subcontractor has investigated the proposed substitute product and unless otherwise agreed, determined that it is equal or superior in all respects to that specified, represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified; certified that the cost presented is complete and includes all related costs under this Agreement except the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 - N/A

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted at the time this Agreement is executed by both parties ~~the Guaranteed Maximum Price is established,~~ whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor or its subcontractors shall secure and pay for any governmental fees, licenses and inspections other than threshold inspection necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Owner shall secure and pay for all permits and sub-permits outside of the GMP.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work that the Contractor knows or reasonably should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Architect and Owner will promptly investigate such conditions and, if the Architect or Owner determine that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect and Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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[Signature] [Signature]

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 an allowance shall also cover all other of Contractor's costs pertaining to the subject matter and scope of the allowance, including but not limited to Contractor's costs for unloading and handling at the site, labor, installation costs, shop drawings and approvals, overhead, profit, and all other expense of whatever nature caused by or associated with the allowance; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent project staff who shall be in attendance at the Project site during performance of the Work. The Project Executive or Project Manager shall represent the Contractor, and communications given to the Project Executive or Project Manager shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed job-site staff. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed staff or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after the Contract is fully executed, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule for the Architect and Owner's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect ten (10) days after receipt of a submittal to approve or reject the submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Owner-selected Material Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect and Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Architect shall maintain all Shop Drawings, Product Data, Samples and permits which are required by the Contract Documents current at all times.

§ 3.12.6 By reviewing and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Architect shall approve all Contract Documents by stamping "approved" on all such documents.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings

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and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner and Owners agents (excluding Licensed Professionals) and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is proven to be attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge or

reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. To the fullest extent permitted by law, Owner shall indemnify and hold Contractor, its officers and directors harmless of and from any and/or all liability, damage, loss, claim, demand, action and expense (including legal fees and disbursements) sustained or incurred by Contractor as proven to be a result of activities, acts or omissions of Owner or its agents, employees, contractors and Architect, ~~or as a result of any other matter beyond the reasonable control of Contractor or its subcontractors.~~ These agreements of indemnity shall survive the termination of this Contract.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Written Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide those services as described in the Contract Documents. The Owner or Architect as applicable shall have the authority to order minor changes in the Work pursuant to Subparagraph 7.4 which do not involve an adjustment in the Contract Sum or Contract Time. The Architect shall have no authority to order changes in the Work involving adjustments in the Contract Sum or Contract Time without the written approval of the Owner.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. If the Architect directs the Contractor to cease using a particular means, method, technique, sequence or procedure because, in the Architect's reasonable opinion, the such means, method, technique, sequence or procedure may have an adverse effect on the finished work, then the ~~Architect~~ Owner may direct the Contractor to submit an alternative plan for the Architect's approval subject to Article 7.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and Contractor shall communicate with each other directly about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications OS
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by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect and Owner will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to advise the Owner to reject Work that does not conform to the Contract Documents and the Owner will have the authority to reject such Work. Whenever the Architect considers it necessary or advisable, the Architect will have authority to recommend to the Owner to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken within ten (10) days or less after receipt of the submission by Contractor so as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors. .. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect, Owner or Contractor will prepare Change Orders and Construction Change Directives. The Owner or Architect as applicable may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. Notwithstanding this 4.2.8 or any other provision of the Contract Documents, any Change Order shall require the prior written consent of the Owner.

§ 4.2.9 The Architect will conduct inspections to assist the Owner in determining the date or dates of Substantial Completion and the date of final completion and the Owner will have the authority to make such determination; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Drawings and Specifications on written request of either the Owner or Contractor. The Architect shall respond effectively to such requests and shall answer requests for information, make decisions, render interpretations, take action on and return the Contractor's submittals and shop drawings, and issue approvals with sufficient content, clarity, and promptness so as not to cause disruption or delay to the progress of the Work nor to increase the Contractor's cost of performance and, in any event, not later than twenty (20) days after the Architect's receipt of the information as to which the Architect's action is requested by the Contractor or required by the Contract Documents, unless a shorter response time is required so as to avoid delay or disruption or is otherwise specified by the Contract Documents (e.g. issuance of a Certificate of Payment within seven days).

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Drawings and Specifications and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

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§ 4.2.13 The Owners decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect is not, however, authorized to make verbal or written changes or modifications in the Contract Documents, to direct any additional work not required by the Contract Documents, or to waive the performance by the Contractor of any requirement of the Contract except as provided in "Changes In the Work" (Article 7).

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work including the trade subcontractors, suppliers, manufacturers and materialmen. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents and employees, adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work on the Project, including deliveries, storage, installations and construction utilities. The Contractor shall be responsible for the space requirements, locations and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all other involved, before installation, to plan the most effective and efficient method of overall installation.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities.

including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors..

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension by appropriate Change Order.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly

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report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone with the prior written approval of the Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Contractor, Owner or Architect and signed by the Owner and Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect or Owner and signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. Contractor shall have no obligation to proceed on any Construction Change Directive that is contrary to requirements of loan documents (as made known to Contractor) or when the total amount of outstanding and unresolved Construction Change Directives and other unexecuted Change Orders exceeds 1/2 of 1% of the GMP.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel and General Conditions directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net change, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Owner or Architect where applicable has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Contractor shall carry out such changes will be effected by written order promptly subject to the Contractor's right to initiate a Claim pursuant to Article 15.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall diligently pursue the Work to completion.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, strikes, lockouts, fire, unusual delay in deliveries, unavoidable casualties, Acts of God, riots, civil commotions, sabotage, vandalism, concealed conditions, hazardous materials, requirements of law, statutes, regulations, zoning and land use matters, failure of Owner to remove hazardous materials, shortage or unavailability of materials, supplies, labor, equipment and systems requiring reconstruction or repair to the Work or Project or any part thereof or other causes beyond the Contractor's control; or by delay authorized by the Owner pending negotiation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended for each day of delay and the Contract Sum shall be adjusted by Change Order for additional costs and time.

§ 8.3.1.1 The Contractor shall give the Owner written notice of any delay, including delay caused by the Architect, as soon as possible but in any event within three-ten days of its discovery the delay. The Contractor must take into account reasonably anticipated downtimes due to typical weather conditions for South Florida at the time that the work is performed, equipment breakdowns, labor shortages, scheduling conflicts, material delivery delays, recognized holidays, or any other incidents or conditions that can be reasonably anticipated to occur on a project of this size and magnitude. The Contractor's failure to properly staff the job, failure to manage the work, or failure to allow for normal, seasonable weather delays shall not entitle the Contractor to additional time. No extensions of Contract Time due to weather delays shall be considered by the Owner unless the weather was unusual for the period of time in which the Work is performed and that the overall Project completion time was, in fact, truly impacted by the unusual weather.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect and Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least five days before the last day of each month (or as reasonably required by the Owner's lender), Contractor will submit and review with Owner a pencil copy of its Application for payment. Thereafter, and by the last day of each month, the Contractor shall submit to the Architect and Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work that includes any agreed-to corrections from the pencil copy. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier including retainage, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner at the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Owner will, within ten days after receipt of the Contractor's Application for Payment, either issue to the Contractor a Certificate for Payment for such amount as is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner and Architect of the Work and the data comprising the Application for Payment, that, to the best of the Owner and Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Owner and Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner and Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner and Architect are unable to certify payment in the amount of the Application, the Owner will notify the Contractor as provided in Section 9.4.1. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner is able to make such representations. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owners opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied after notice and opportunity to cure;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment in accordance with the Subcontract Agreement and the Owner is not in breach of its obligations to pay Contractor in accordance with the Contract Documents;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the property of the Owner or a separate contractor not otherwise covered by insurance;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or direct damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents after notice and opportunity to cure.

§ 9.5.2 When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld within five days after notice of same to Owner.

§ 9.5.3 If the Owner withholds payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered, provided the Owner is not in breach of its obligations to pay Contractor under the Contract Documents

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 The Owner shall make payments in the manner and within the time provided in the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than ten days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.7 FAILURE OF PAYMENT

If the Owner or Architect does not issue a Certificate for Payment, through no fault of the Contractor, within five days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Owner or Architect or awarded by binding dispute resolution, then the Contractor may, upon three additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 Notwithstanding the other provisions of Article 9, the Owner's obligation for timely payment shall be conditioned on the allowance in the Contractor's payment application procedure for ten (10) days for handling by the Owner and five (5) days by the Architect.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the date of Temporary Certificate of Occupancy (TCO) issued by the authority having jurisdiction. If the TCO is delayed for any reason beyond the control of the Contractor, then the date of Substantial Completion will be the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use .

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Owner and Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner and Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Owner and Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibility of the Owner for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will promptly make such inspection and, when the Owner and Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

In addition to the stated requirements, the Contractor shall be required to deliver to the Owner: (i) a final signed contractor's affidavit in statutory form; and (ii) evidence that no liens are outstanding arising by, through or under the Contractor except as set forth in the Final Affidavit. Provided Contractor has been paid all amounts due hereunder, if there is any claim of lien filed which arise by, through or under the Contractor, then the Contractor shall cause such lien to be paid or bonded within ten (10) days following notice from the Owner. In conjunction with all advances being requested, if requested by Owner, the Contractor shall deliver to the Owner lien waivers from all subcontractors and material suppliers.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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§ 9.10.6 Contractor shall not be responsible to provide a bond, effect a discharge or refund any payments to Owner arising out of a lien or claim filed due to Owner's failure to pay amounts properly due to Contractor pursuant to this Contract or Owner's agreement with Contractor not to pay a specific subcontractor or subcontractors.

§ 9.11 CONDITIONED PAYMENTS

§ 9.11.1 Nothing in the Contract or other Contract Documents is intended nor may be construed to waive, abridge, or adversely affect the Contractor's right to make the Contractor's actual receipt of payment from the Owner a condition precedent to the Contractor's payment (whether progress, final, or any other payment) to Subcontractors, suppliers, or other contractees. If the Contractor or its contractees are required to submit affidavits of payment, waivers of rights, releases of claims, or the like, such requirements will not be deemed effective as to unpaid contract balances and retainage until same are actually received by the Contractor from the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 Except as may be expressly set forth in the Scope of Work attached hereto, the Contractor shall not be liable for any hazardous, toxic, or contaminated substances, chemicals, pollutants, or other material of any kind or description, including but not limited to asbestos or polychlorinated biphenyl, which may cause injury, sickness, or harm to persons or property (herein "Harmful Substances"). The sole exceptions to the foregoing exemption from Contractor's liability are Harmful Substances which the Contractor or its subcontractors brings onto the Project site or which the Contractor or its subcontractors generates from operations at the Project Site, to the extent such Harmful Substances were not required by the Contract Documents or were not the necessary by-product of Contractor's performance of Work in accordance with the Contract Documents.

§ 10.3.2 The Contractor is not in the business of and shall not be considered as a handler, generator, operator, treater, storer, transporter, or disposer of Harmful Substances and, other than the exceptions stated in Subparagraph 10.3.1, the Owner shall be responsible for and shall indemnify and hold the Contractor harmless from the identification, testing, handling, removal, treatment, storage, transportation, disposal and other activities related to Harmful Substances. The Owner shall extend the Contract Time and adjust the Contract Sum for all delays and extra costs which can fairly be attributable to Harmful Substances, including but not limited to shut-down, delay, disruption, and start-up of Contractor's operations.

§ 10.3.3 Other than the exceptions stated in Subparagraph 10.3.1 above, the Owner shall be completely liable for and shall indemnify the Contractor from all injuries, claims, costs, losses or damages of any type, howsoever arising including but not limited to fines, assessments, legal fees, court costs, actual damages claimed or suffered, cost of removal, transportation, remediation or disposal, or any other amounts related in any manner to Harmful Substances which are present in any form or location over, on, in or under the Project site, or which the Owner or designers, agents, or other entities for whom the Owner is responsible have caused to be at issue because of the location and scope of Work to be performed in accordance with the Contract Documents or other act or omission of such parties. Accordingly, with the sole exceptions under Subparagraph 10.3.1, the Owner agrees to defend, indemnify and hold Contractor harmless and shall waive any rights or claims to costs related in any manner to such Harmful Substances whether or not Contractor has directly or indirectly handled, uncovered, excavated, transported, or performed activities with respect to such Harmful Substances including, but not limited to, moving Harmful Substances from one portion of the Project site to another.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor or its subcontractors, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon Owner's written request. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon receipt of a written request therefor from Owner at renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builder's Risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. It is understood and agreed that Owner is bearing all risk of loss to the property for which the Owner has an insurable or financial interest during construction, and in the event of a loss during construction, Owner agrees to look solely to the proceeds of the Builders Risk Insurance which Owner has agreed to furnish, the only exception being such losses which occur as a result of Contractor's negligence or willful acts, and then, only to the

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extent not covered by the Builders Risk insurance. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project as named insured. Should a loss occur, the Contractor shall be paid by Owner for all work in place at the time of such loss regardless of whether or not such work was damaged in whole or in part by the peril.

§ 11.3.1.1 Builders Risk insurance shall be on an "all-risk" policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, hurricane, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. A copy of the Builders Risk Policy shall be delivered to the Contractor prior to the commencement of the Work.

§ 11.3.1.2 If the Owner does not intend to purchase such Builders Risk insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance as cost of the Work that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the Builders Risk insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles outside of the GMP.

§ 11.3.1.4 This Builders Risk insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, whether or not the person or entity had an insurable interest in the property damaged and without restrictions to type, cause, time or location of occurrence or loss.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's or Architect's written request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for the Owner's or the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and reasonable compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located

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§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to whom it is addressed or two (2) business days after delivery via overnight courier or if sent postage prepaid by United States registered or certified mail, return receipt requested. All notices shall be sent to the persons and addresses as follows:

To Owner
1601 Dixie LLC
Attn: Jeff Burns
414 N. Andrews Ave.
Fort Lauderdale, FL 33301
Cc: Nick Rojo and Michelle Rice

To Contractor:
Moss & Associates, LLC
2101 N. Andrews Avenue Ft Lauderdale, FL 33311
ATTN: Randy Spicer Jr. with
CC to Bruce J. Moldow and Brett Atkinson

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to and paid by the Owner outside of the GMP, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Owner or Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

§ 13.5.5 If the Owner or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. The Owner shall not be required to pay interest unless payment is not made within ten (10) days after Contractor's written notice that the amount is past.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§ 13.8 In the event the Work is damaged and/or destroyed by acts of terrorist or vandalism (except where perpetrated by employees of Contractor or its Subcontractors during work hours), then the Contractor shall not be liable for such damages and shall not be obligated to correct the Work that has been damaged by such acts and/or to complete or rebuild the Work if destroyed by such acts unless the Owner and Contractor execute a mutually acceptable Change Order that adjusts the Contract Sum and Contract Time.

§ 13.9 The signing parties to this Contract do not intend to confer any rights upon any persons not a party to this Contract; accordingly this Contract shall not be construed to create any third party beneficiaries.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 60 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner (provided the Owner does not cure within the seven (7) day period), terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead, profit on Work

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performed, reasonable cancellation and demobilization costs, and costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon three additional days' written notice to the Owner terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, but excluding Change Orders and Change Directives issued after Termination such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be is an obligation for payment shall survive termination of the Contract.

§ 14.2.5 Notwithstanding anything to the contrary herein, the Owner shall give the Contractor written notice of grounds for termination for cause and afford the Contractor an adequate opportunity to commence to cure which is reasonable under the circumstances, but not to exceed 60 days, unless a longer period is agreed to by both parties before exercising any rights or remedies under Paragraph 14.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine subject to the Contractor's rights under this Contract.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may upon 10 days written notice, terminate the Contract for the Owner's convenience and without cause provided however that Owner shall not exercise its rights to Terminate for Convenience for the purpose of reducing its costs.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit thereon.

§ 14.5 The Owner shall not be responsible for Contractor's loss of anticipated profits on Work not performed on account of any termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated within 21 days after the occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party..

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents..

§ 15.1.4 Not used



§ 15.1.5 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

15.1.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 15.1

§ 15.1.7 CLAIMS FOR ADDITIONAL TIME

§ 15.1.7.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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§ 15.1.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.1.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

15.1.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 15.1.10 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work completed.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the express terms of the Contract Documents.

§ 15.2 INITIAL DECISION
NOT USED

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to filing litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. Such mediation shall occur within thirty (30) days of notice.

§ 15.4 ARBITRATION
NOT USED

§ 15.4.4 CONSOLIDATION OR JOINDER
NOT USED

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

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EXHIBIT A - Qualifications & Assumptions

The intent of these Qualifications and Assumptions is to provide a supplemental scope and cost control guide. They are also included to further the Owner's understanding of what is included in the scope of this project based on Moss & Associates interpretation of the Contract Documents.

DIVISION 1- GENERAL REQUIREMENTS:

1. This Contract Sum is based upon the Owner and Moss & Associates (hereafter referred to as Moss) entering into an agreement that is mutually acceptable to both parties.
2. The Contract Sum is based on the Attached List of Documents . Included is the work as shown on the drawings, described in the specifications, and clarified herein. Reasonable efforts have been made to identify any conflicts or omissions in the documents.
3. It is assumed that the documents have been coordinated by the designers. The Contract Sum does not include a contingency to complete design.
4. The Owner shall direct the Architect, Engineers, and Specialty Consultants to incorporate all revisions, sketches, changes, answers to Requests for Information, and all pertinent as-built information, etc. into a final construction set of documents that will be submitted to the authorities as a final permit revision prior to substantial completion.
5. This GMP includes a Contractor Controlled Construction Contingency (the "CCCC") of \$534,507.00. The contingency is for scope buyout and is to be used solely by the contractor as defined by the owner contract. Both the Owner and Contractor shall benefit from unspent CCCC or Project Cost Savings. As such, Contractor shall supply Owner with a monthly report with supporting documentation identifying the status of; a) the budget (budget vs actual), b) subcontractor buyout, c) list of allowances (budget vs actual), d) list of CCCC spent, e) pending PCIs, f) approved PCIs, and g) reconciliation of Project Cost Savings. Owner shall benefit from 75% of unspent CCCC or Project Cost Savings, and Contractor shall benefit from 25% of unspent CCCC or Project Cost Savings during the duration of the Project as outlined below (the "Cost Savings During Construction"). Upon substantial completion, any remaining unspent CCCC or Project Cost Savings shall be split 50/50 amongst the parties (the "Cost Savings at Completion").
 - a. Shared Cost Savings Formula: \$250,000 of Cost Savings During Construction shall be distributed during the duration of the project as outlined below, provided that at no time prior to 85% complete shall funds be returned and distributed to either party should the balance of the CCCC fall below \$250,000.
 - i. \$50,000 (\$37,500 to Owner, \$12,500 to Contractor) upon purchasing 95% of all subcontracts
 - ii. \$50,000 (\$37,500 to Owner, \$12,500 to Contractor) upon completion of all building structures
 - iii. \$50,000 (\$37,500 to Owner, \$12,500 to Contractor) upon reaching 50% complete as per monthly payment requisitions
 - iv. \$50,000 (\$37,500 to Owner, \$12,500 to Contractor) upon reaching 85% complete as per monthly payment requisitions

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EXHIBIT A - Qualifications & Assumptions

- v. \$50,000 (\$37,500 to Owner, \$12,500 to Contractor) upon start of Owner punch list

- 6. Moss will not be responsible or liable for testing, handling, transporting, or disposing of existing hazardous materials (including but not limited to asbestos, P.C.B'S, lead, molds, lead glass, fuel, oils, contaminated soils, and any other hazardous materials or substances) for the work of this proposal. We assume that if the work is required, the contracts will be held directly by the Owner, the Owner shall indemnify and hold Moss harmless from any such related claim should the discovery and removal of such materials result in a delay of the work. Moss shall be granted an adjustment in contract time and sum for all cost, including escalation resulting from such delays. The Owner has provided Moss with a Phase 1 and Phase 2 environmental survey. Any costs associated with delays resultant from the discovery and removal of hazardous and special waste materials shall be borne by the Owner, unless otherwise stated in either report.
- 7. The Master Building Permit is by Owner at no cost to Contractor. Per meeting with the city building officials, this contract only assumes all sub permit fees to be \$79.00 each and has included this for all applicable sub permits as dictated by the city building officials. Per our understanding of the Owner/City Agreement, offsite utility fees are not included in this contract. If the city imposes additional sub permit fees outside of the \$79.00, these are excluded and therefore will be paid by owner. Any permit expediting services required for contract documents, shop drawings, and etc. will be provided by the Owner.
- 8. The Cost of Work is based on use of all Open Shop trade labor. No labor agreements or restrictions are included. No prevailing wage rates have been included.
- 9. No staff, costs, or schedule durations for tenant work or unit customizations are included in this agreement. Any tenant finishes as defined within this GMP shall be completed prior to TCO.
- 10. If a named storm is projected to approach the vicinity of the project, Contractor shall be reimbursed via change order to perform the necessary preparation and remobilization work and time.
- 11. The Contract Sum INCLUDES items designated as allowances (indicated on *Exhibit B – Allowances*). It is agreed and understood that the final costs for these line items of work may be higher or lower than the allowances included and will be approved by ownership via change order prior to purchase/installation.
- 12. The costs of the following items are to be paid for by the Owner. These costs are not included in our Contract Sum Proposal:
 - a. Removal and disposal of any underground obstructions (tanks, structures, and unforeseen site conditions).
 - b. Environmental studies and removal of all unsuitable materials including, but not limited to, asbestos, lead paint, and hazardous materials.
 - c. Testing laboratory/technical agency fees (i.e. on-site inspections, threshold inspections, soils/materials testing, threshold inspections, special inspectors, third party commissioning agent fees, etc.) and any overtime for inspection services by authorities having jurisdiction (i.e. fire marshal, building officials, etc.)
 - d. All architectural, structural, and other consultant fees and services.
 - e. Electrical services are defined as such;
 - a. This subcontract includes financing, furnishing, and installing for all infrastructure and services associated with temp power by the contractor

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EXHIBIT A - Qualifications & Assumptions

- b. The subcontract includes installing the conduit and wire between transformers and will turn up into the transformer pads. All final connections are by utility company.
 - c. The conduit and wire material need to be delivered to site by utility company and any expenses associated with the furnishing of this material is by owner.
 - d. The Utility company is responsible to furnish and install all service from the utility poles to the transformers. If there are any costs for this work, it will be paid by owner.
 - e. The utility company must supply and deliver the transformer and the transformer pads. This contract assumes that Moss will install the provided transformer pads. If there are any costs for this work, it will be paid by owner.
 - f. All final connections
 - f. Utility company/ Hotwire utility impact and connection fees including transformers and/or sources permanent power or services (i.e. transformers, new/power poles) are excluded and considered to be paid for by owner.
 - g. The cost of all meters, utility replacement/relocation unless shown on the drawings.
 - h. Cost of power, water, sewer, and natural gas consumption after substantial completion.
 - i. Monitoring wells and testing required by HRS/DERM/BCEPD.
 - j. Air quality monitoring and testing program.
 - k. Police Fees and Site Security Personnel/Watchman services and security will be paid for by Owner and managed by MOSS.
 - l. Survey/monitoring of offsite existing buildings/structures for settlement.
 - m. All costs associated with obtaining easements, FEMA requirements, or surveys as required by the building officials.
 - n. Dixie Highway Road closure, site impact fees, and right-of-way permits. MOT and partial lane closures on 16th and 17th are the responsibilities of the GC. This does not include any potential closure of sidewalks adjacent to Dixie Highway.
 - o. The costs associated with the Owner's office trailer and associated improvements.
 - p. Builder's Risk Insurance premiums and deductibles.
 - q. Grounds maintenance after substantial completion.
 - r. Furniture fixtures and equipment (FF&E) that are not affixed to a permanent structure or otherwise qualified on the plans unless it is otherwise called out as excluded within the qualifications.
 - s. Owner's contingency.
 - t. Relocation of Utility services inclusive of poles, overhead services, guidewires, etc.
 - u. Davis Bacon or other prevailing wages
13. The FDEP (Florida Department of Environmental Protection) Army Corps. Of Engineers, and the FWMD (Florida Water Management District) permits (dewatering, ERP, wells, etc.) are to be secured by others. The cost of any fees is excluded from this Contract Sum.
14. Where an NPDES (National Pollutant Discharge Elimination System) permit (EPA and/or FDEP) is required it shall be secured by others. The cost of any fees is excluded from this Contract Sum.
15. The SWPPP (Storm Water Pollution Prevention Plan) associated with the NPDES permits shall be developed by others. The cost of any fees is excluded from this Contract Sum.
16. The cost of inspections performed under an NPDES permit is excluded from this Contract Sum.
17. DOT permits are excluded and shall be furnished by Owner.

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EXHIBIT A - Qualifications & Assumptions

- 18. DERM Permit fees are excluded and shall be furnished by Owner.
- 19. Any costs assessed by FEC and/or associated with work in the FEC right of way is by owner.
- 20. The cost for a Performance & Payment Bond premium is excluded. In the event the Owner's lender does require this bond, a change order will be issued to add the associated costs.
- 21. Owner and GC shall establish guidelines to allow billing of offsite stored materials and pay for deposits (i.e. tile and countertops, elevators, etc.) that may be required by specified vendors (i.e. cabinetry, tile, plumbing fixtures, light fixtures, elevators, glazing and appliances). Such guidelines shall also be acceptable to the Owner's construction lender.
- 22. This Contract Sum does not include any escalation contingency. GC will attempt to procure subcontracts with no escalation provision and buyout 90% of the subcontracts within the first three months of construction.
- 23. Owner understands the potential impacts resulting from the current administration as it relates to material prices. As you probably know, the market for certain construction materials is currently somewhat volatile due to the new tariffs and other causes and may be subject to sudden price increases and shortages. These effects include, but are not limited to; price increases, shortage of material, additional time required to procure materials, vendors not holding their original proposals, payment terms, and restrictions on order modifications, etc. GC will put forth best faith efforts and attempt to mitigate material price fluctuations.

Construction material price escalations, shortages or schedule impacts resulting therefrom are not included in the GMP or Contract Time. In the event of price increases, material shortages or delays in material deliveries occurring during the performance of the Contract due to causes beyond the fault of the Contractor, the GMP, Contract Time, and any other applicable/impacted contract requirements shall be equitably adjusted by change order.

Contractor shall complete 90% of buyout of the subcontracts within (90) days following Contract Date in order to mitigate the above referenced risk.

- 24. This contract assumes work is able to be performed Monday- Saturday 7AM-7PM. As discussed in meeting with city officials, it was agreed verbally that this was acceptable, but we need a formal variance to confirm. During the course of construction, if an unforeseen issue arises that restricts work hours, the Owner and the Contractor will be work together with the city to reinstate these working hours. If these attempts are not successful, the Owner and the Contractor will mutually agree on a schedule moving forward.
- 25. The artist's and architect's renderings have not been considered.
- 26. Schedule: Owner understands the potential conflict that may arise and the potential for delays due to the existing offsite overhead utility lines that are slated to be relocated. At this time the City of Lake Worth Beach has been notified of the drop dead dates for removal of overhead lines, and Contractor shall be responsible for promptly notifying the City of Lake Worth Beach of any change to the course of construction or these dates.
- 27. Excluded are any costs directly related to the Utility Company and their work associated with the relocation of the overhead lines. In the event, the city demands ancillary work such as pole removal and disposal, such costs are excluded and shall be paid for by Owner.
- 28. Upon notification of completion/turnover of a Unit(s)/Public Space/Other, Owner understands that they have a time obligation to provide contractor final owner punch list within 3 weeks from the date of notification. This understands that units will be turned over no more than 30 units ^{DS} per week. ^{DS} JB



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EXHIBIT A - Qualifications & Assumptions

Contractor will communicate with Owner and provide as much notice as possible to expected timeframes associated with Unit(s)/Public Space/ Other delivery.

29. Please see below for clarifications to GI.0.1
- a. Note 7 – Excluded – It is assumed that these plans are coordinated by the AOR. In good faith, contractor will make reasonable attempts to mitigate all unforeseen coordination issues. If additional costs arise, this will be funded by owner. It is understood that the Contractor shall immediately notify the Architect and Owner at the time the Contractor becomes aware of an issue involving plan coordination that affects cost. Such failure to promptly notify Owner shall require the Contractor to be responsible for any cost increase involving plan coordination.
 - b. Note 10 – Strike through – It is assumed that the AOR/EOR will review shop drawings for approval.
 - c. Note 11 – It is understood that the current set will be kept electronically on site
30. The contractor has utilized basic, entry level, BIM coordination. CAD files do not constitute contract documents. Although this has assisted in potentially identifying some discrepancies and addition coordination needed, this does not represent a complete design and additional coordination may be needed in the future. Costs associated with this additional coordination are not included in this contract.
31. This contract assumes adjacent property is to be utilized for construction parking for the entire duration of the project. Contractor shall be responsible for finalizing a lease with the adjacent property owner and the Owner shall have no responsibility for failure to do so.
32. All items marked in these qualifications as excluded and/or not included, are understood to imply that all additional costs associated with this work are by owner.
33. Owner understands that costs associated with vandalism and theft will be carried and reimbursed under the Owners insurance policy.
34. This contract does not include any cost effects associated with any outstanding RFI's. The estimated rough order of magnitudes for these RFI's will be provided to owner.

DIVISION 2 – SITE WORK

Earthwork and Sitework:

- 1. This contract assumes that any vertical spacing, horizontal clearance, separation of utilities required by DERM, County Health Department, HRS or any other government agency has been incorporated into the design drawings by the Civil Engineer. We have not included any consideration for the resolution of potential conflicts evident or otherwise that are not clearly shown on the drawings.
- 2. Per the Geotech report, it is assumed that there is no need to remove any inorganic/peat material on this site.
- 3. Any rerouting of utilities due to existing utility conflicts, except as shown on the contract documents is excluded from this contract.
- 4. Extraction and/or removal of existing subgrade foundations/structures is not included inclusive of any existing foundations unforeseen and discovered after the date of this agreement.

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EXHIBIT A - Qualifications & Assumptions

5. Any references to tree protection, removal and relocation is excluded.
6. The cost of work and fees associated with the water taps are excluded within the GMP and therefore paid by Owner.
7. This contract disregards with note 23 on Sheet D-01 that refers to FFE to be at 20.00 NAVD. It is understood to be 17.50 NAVD
8. The contract includes the mill and resurface of 17th Ave north. It includes patching on 16th Ave north and Dixie Highway in any locations that are affected by utility connections
9. Please see comments on general notes as listed on C-02
 - a. General Note 6 – It is assumed that these plans include all necessary information taken from the geotechnical report and this if there is a conflict in information the civil drawings will take precedence
 - b. General Note 9 – Strike through entire sentence “No extra compensation ...{through}...authorization of such additional work.
 - i. It is understood that if conditions in the field are different than that of which is on the drawings that we will notify the EOR, however if there are additional expenses incurred this will be by owner.
 - c. General Note 19 – Strike through – All insurance requirements are established through the Owner contract and OCIP manual.
 - d. General Note 23 – Strike through – These qualifications will take precedence.
 - e. General Note 27 – Per these qualifications it is understood that the responsibility, both time and compensation, with obtaining any utility easement is the responsibility of the owner.
 - f. The Paving is based on the “Paving Specifications” table and Cross Sections as shown on sheet D-03, not the paving general notes shown on sheet C-02. The details and cross sections call for 1.5” Type SP-9.5 Asphalt. This contract includes a standard mix witch contains some recycled asphalt (not virgin asphalt as called out in general notes).
10. U-01 shows (6) water services to be brought across 17th Ave. This contract only includes a meter box for the (1) 2” service. Meter boxes for 1” service to be financed and procured by utility company or owner. Tapping and meter fees are excluded. This contract scope ends at the meter entry point, all work on the other side of the meter that is not depicted on the plans is not included in this contract.
11. Provide 8 Ft high precast screen wall in lieu of the 8 Ft high boundary sound wall as reference. This contract assumes a painted wall without stucco.

Landscaping and Irrigation:

1. Landscape drawings shall supersede Architectural drawings relative to architectural elements such as finishes, material selections, gates, railings, fences, etc.
2. The Planting Material /Specification Table on L-3 and L-4 superseded the diagrammatic image on the trees as it pertains to the final planting count (all notes on all other pages are superseded by these counts).
3. Provide synthetic turf in lieu of sod at fenced in Dog Park.
 - a. An additive alternate will be sent to owner to provide synthetic turf in lieu of sod at the game lawn and to replace the provided turf at the dog lawn with sod and irrigation.

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EXHIBIT A - Qualifications & Assumptions

4. The following substitutions are assumed in this contract to be approved Value Engineering to reduce the landscaping & irrigation budget:
 - a. 18' CT Cabbage Palm ILO 18' CT King Palm
 - b. 14'-16' Gumbo Limbo ILO 22' OA Gumbo Limbo
 - c. 9' CT straight trunk Malayan Coconuts ILO 14' CT straight trunk Malayan Coconuts
 - d. 12' CT Triple Montgomery Palms ILO 12' CT Date Palms
 - e. 3 gal 28" Green Buttonwood ILO 3G 36"ht Ficus Nitida
 - f. 1 G Dwarf Faxahatchee Grass ILO 1 G Fernwood
 - g. 4" Jasmine Minima ILO 1 G Jasmine Minima
5. All references to landscaping/green walls are excluded and standard light texture stucco and paint are included.
 - a. An additive alternate will be submitted to owner
6. "MOSS" wall in clubroom is excluded and standard paint will be used to create "V" effects.
 - a. An additive alternate will be submitted to owner to provide a faux "live wall" covering.
7. This contract excludes the synthetic turf joints depicted at the pool deck on sheet L-8 and will be replaced with the standard pavers qualified below.
 - a. An additive alternate will be submitted to owner
8. All offsite work performed, will return affected area back to original site grade. Any restoration or additional off-site landscaping is excluded from this contract.

Vehicular and Pedestrian Pavers:

1. Pavers are to be standard 2 3/8" gray cement based concrete pavers over a 1" sand setting bed. The paver included in this contract is assumed to be \$1.75/SF material allowance. These pavers will be at the cross walks leading to the club house (as depicted on L7) and around the pool deck in lieu of of the Kool deck coating and the artistic pavers (as shown on L8)

Site Amenities & Furnishings:

1. Excludes any cabanas, trellis, furniture, summer kitchens, waste receptacles, grills, bike racks, etc.
 - a. An additive alternate will be submitted to owner to provide above excluded site amenities and furnishings.

Signage:

1. Allowance of \$15,000 included for code min. building signage.
 - a. This does not include Unit Signage or Building Labeling/Numbering Signage.
2. Retail tenant signage (on elevations it is depicted as "SIGNAGE") is excluded.
3. Building frontage signage (on elevations it is depicted as "THE MID" sheet A5.0.2) on building is excluded.
4. (6) Entry monument signs are included as block with stucco and paint. Signage by owner.

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EXHIBIT A - Qualifications & Assumptions

5. Electrical services to any signage is per the electrical contract documents only.
6. This contract does not include photoluminescent paint or signage. Architect has verified that this is not required.

DIVISION 3 – Concrete / Structure

1. This proposal is based upon the understanding that coordination of all Architectural elements has occurred between the Architect and the Engineer and is included on the Structural Drawings. Notwithstanding anything else contained herein, Contractor shall consider the entire set of plans
2. This contract includes the structural steel columns to be bare. This contract does not include, intumescent paint, galvanized surfaces, fireproofing spray, etc. applications applied to the structural columns.
3. Precast cross detail as depicted on the structural drawings will not be used. And means and methods of tunnel connections will be addressed with a 6" concrete curb.
4. Detail 1 /ST-0.0 – Will be modified for means and methods.
5. This contract does not include any special stair noising.
6. Fire ratings, as per the depicted Architectural plans, will be achieved. However, the details illustrated in the drawings such as 6/A8.1.1, may differ from the field applications.
7. Owner understands the nature of leaving the hollow core planks unfinished. Some level of concrete from the topping slab above the hollow plank will migrate through the joints creating an unfinished look at the ceiling level.
8. Exposed roof eyebrows on all buildings have been excluded from this contract.
9. Structure will be exposed in areas without ceilings and concrete lines will be visible. There is no additional prep work outside industry standard to the underside of the deck included in this contract.
 - a. An additive alternate will provided to owner to provide a knockdown finish at unit exposed ceilings.

DIVISION 5 – Metals

Misc Metals:

1. Finish on the balcony aluminum railings to be AAMA 2603 standard powder coat finish with standard color options, excludes metallics.
2. Balcony and Breezeway handrails as depicted on the plans are included to be Std. Mid Rail Picket Guard Rail.
3. (2) Motorized Automotive entrance gates are included
4. (4) Roof Access door and ladders are included at buildings 1,3,4, and clubhouse
5. Fire Truck gate is included as a chain link swing gate without electric.
6. Hardware associated with pool gates, is included to be code min where not indicated on security or architectural drawings, unless otherwise provided for in the drawings.
7. Door hoods as shown on 5/A7.0.2 are excluded from this contract. Standard door rain diverter is included.

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EXHIBIT A - Qualifications & Assumptions

8. Awnings/overhangs of all types shown on renderings and/or drawings are excluded from this contract.

DIVISION 6 – WOOD and PLASTICS

Millwork:

1. An allowance of \$5,000 is included for the custom hanging frame with mural located inside the Clubhouse (Ref. A1.1.6, Note 03). Mural by Owner.
2. Kitchen and bathroom cabinets in melamine with thermo-fused slab doors.
3. Unit kitchen and bathroom cabinetry from Empire Stone and Cabinets Corp. European Style (frameless) cabinets manufactured with 5/8" melamine with adjustable shelves, self-closing hinges, metabox drawer system, adjustable plastic legs and toe kicks. Soft close doors and drawers are included.
4. Wall cabinets in kitchen 42"H max. and standard door and drawer style to be slab.
5. Cabinet handles to be 8" European bar pulls.
6. Kitchen mobile islands (230 ea.) with 2cm quartz, Level 1 are included.
7. Kitchen and bathroom countertops to receive 2cm quartz, Level 1.
8. 4" quartz backsplash in the bathrooms and no quartz backsplash (included as subway tile) in the kitchens.
9. Cabinet colors in kitchens and bathrooms: TBD; however, pricing is based on samples provided to the owner (white ash, cassis riviera oak and smoky brown pear, fawn cypress).
10. LED under cabinet strip lighting is excluded.
11. Units and corridors to receive 3 1/2" high x 3/4" thick square wood baseboard.
12. Trash bins are excluded.
13. This GMP excludes crown moldings in all units.

DIVISION 7 – THERMAL & MOISTURE PROTECTION

Waterproofing:

1. Waterproofing is only included in this contract if it is explicitly documented in these qualifications.
2. Tremco Vulkem 350/351 pedestrian traffic coating at residential balconies on levels 2 and 3.
3. Tremco Vulkem 350/351 pedestrian traffic coating at 2nd and 3rd level breezeway between buildings is included. Sealer is included at all above grade breezeways.
4. There is no roll-on waterproofing provided on grade.
5. No waterproofing or sealer is included at any stairwell or landing.
6. Exposed concrete roof eyebrows, inclusive of stucco/waterproofing/paint on all buildings have been excluded through value engineering.
7. Fluid applied perimeter waterproofing is excluded around all exterior openings ie; windows, sliders, doors, storefront, louvers/xvents, etc. Industry standard caulking is included at the exterior of these perimeter conditions.

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EXHIBIT A - Qualifications & Assumptions

- a. An additive alternate will be provided to the owner.
- 8. Perimeter urethane sealant at hollow metal door frames at stucco, concrete or exposed cmu openings and at exterior mechanical louver frames.
- 9. Concrete sealer at back-of-house areas included.
- 10. No horizontal expansion joint caulking or expansion joint covers is shown or included in this GMP.
- 11. Xypex admixtures within concrete foundations and slabs is excluded.

Roofing:

- 1. LWIC over a concrete deck. The system consists of a 2" min LWIC over a base layer of 4" EPS Board with additional stair stepped EPS board to attain a Min R-19 and a ¼" per foot min slope. A fully adhered Carlisle .060 White TPO single-ply membrane will be applied above LWIC system.
- 2. Note 4 on Arch elevations (ex; A3.07) will be accomplished via 5/8" Densdeck with a TPO membrane in between edge drip metal detail in a white .032 TPO coated aluminum.
- 3. Pop-up roof areas above non-conditioned space will not have LWIC only and no insulation.
- 4. An allowance of 300LF per building type A and B and 200LF per clubhouse has been included for walking pads.
- 5. Uplift calcs are excluded for the coping cap or nailers.

DIVISION 8 – DOORS and WINDOWS (RS)

Doors, Frames, and Hardware:

- 1. Schlage control smart interconnected locks are excluded.
- 2. No electrified hardware is being provided for any doors unless specifically called out for on the low voltage shop drawings.
- 3. Door sizes, materials, frames, and ratings are to be provided per the door and frame schedule.
- 4. Standard hardware to be provided by Better Home Products or Similar. Hardware will meet code min. req.
- 5. All Exterior to be installed to meet NOA requirements
- 6. Baseboards are included as 3 ½" wood within the units and corridors and 5 ½" in clubhouse

Glass and Glazing:

- 1. The GMP includes the following glass & glazing specifications:
 - a. Aluminum painted finish in color white
 - b. All reference to PGT should read "PGT or equal"
 - c. Sizes of unit glass systems will be modified within 5" to achieve standard glazing sizes while still maintaining code minimums.
 - d. All insect/bird screens are excluded
 - e. Standard hardware is included for sliding glass and storefront doors.
 - f. Insulated glass is excluded.
 - g. U-value of 0.86 / SHGC of 0.50 are used for the residential area and U-value of 0.86 / SHGC of 0.52 are the basis of design

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EXHIBIT A - Qualifications & Assumptions

- h. Onsite water infiltration testing by the Owner Provided 3rd party testing company.
- i. Automatic door operators and concealed closers are excluded.
- j. Card readers within glass doors are part of the Low Voltage package.

DIVISION 09 – FINISHES

Drywall

- 1. Non-rated drywall walls are assumed to be ½" drywall.
- 2. Eliminate skim coat & knock down texture at unit ceilings.
- 3. All drywall is assumed to be level 4 finish.
- 4. 25 gauge framing at 24" O.C. is used at all locations other than bathroom tile walls.
- 5. Retail area to be turned over as a white box Drywall and framing is included for the bathroom and AC closet and along demising walls. Exposed concrete ceiling will be provided.
- 6. Sealant is only included at rated walls.
- 7. For means and methods, at furring locations this contract assumes either 1 5/8" metal furring 2x2 P.T. wood furring at all block and CIP walls.
- 8. Wall insulation is included as follows;
 - a. Exterior CMU to have R-7.1 VR Plus Shield Hi-Perm
 - b. Exterior walls with 3 5/8" frame over block to have R-11 bats
 - c. Exterior walls with 6" frame over block to have R-10 batt
 - d. Corridor metal frame walls to have R-19 batt
- 9. No metal framing or drywall is included in the electrical, bike storage, storage, dumpster or domestic pump rooms.

Stucco & Cement Coating

- 1. Stucco shall be average 5/8" thick and a light textured finish on vertical surfaces ilo smooth stucco. The underside of balconies (only at levels 1 and 2) to receive skimcoat. Accessories shall be white PVC.
- 2. Detail 8 on architectural elevations (Ex A3.0.7) has been included as a ½" tall by ¼" depth hand scored line
- 3. Stair ceilings and underside of stairs is to be left as exposed concrete.
- 4. Exterior framing detail for the building high roof pop-ups has been included per the structural drawings as CIP concrete with stucco.

Painting

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1. All references to a specific paint manufacture, ie Sherwin Williams or Benjamin Moore, are interchangeable.
2. Sheet A11.0.1 refers to a finish type of "washable flat". This contract excludes washable paint and has included Promar 200 Flat Paint Finish
3. Exterior Stucco is to receive one coat Loxon primer and 2 coats of acrylic latex flat finish (Sherwin Williams A-100 flat or equal)
4. Photo luminescent paint is excluded.
5. Retail areas to receive primer and 1 coat white paint.
6. Common area GWB with prime and two coats Promar 200 Flat unless marked with semi-gloss paint color.
7. Sheets A9.5.4 and A9.5.5 depict the paint scheme for the corridors. This contract modifies the paint scheme to not include painting the door and trim. This qualification comes from a maintenance concern.
8. Unit Numbers depicted on sheets A9.5.4 and A9.5.5 are presumed to be stencils.
9. All back of house storage, utility, dumpster, etc. rooms are excluded.

Finish flooring, Tile and Stone:

1. All references to Luxury Vinyl Tile inside the residential units is omitted from this project and specifications, other than the LVT inside of the Yoga Room inside of the Clubhouse.
2. No tile finishes at balconies. Ref. waterproofing Q/A/s
3. Bathrooms to receive 4" quartz backsplash and 3" x 6" ceramic subway tile full-height backsplash in kitchens.
4. The following tile material unit pricing is included. Owner/architect or Owner's consultant and tile supplier have made proper tile selections relative to ASTM specifications, 2019 Tile Council of North America and selections have been made to carefully consider the physical final locations (wet areas, high traffic, etc) of these tile along with slip coefficients, wear/durability. Etc. (actual tiles to be selected by Owner at a later date):
 - a) Unit floor tile (excluding bedrooms and A/C closets) - Include a \$1.35/sf material allowance (12" x 24" porcelain). Tile flooring will be installed underneath cabinets. A/C closet floors will be left unfinished concrete.
 - b) Unit flooring tile includes a 15%-20% waste factor (Based on size and location).
 - c) Bathroom floors - include a \$1.35/sf material allowance (12" x 24" porcelain tile)
 - d) Shower floors – includes a \$1.35/sf material allowance (6" x 12" porcelain tile)
 - e) Tile base in unit bathrooms – includes a \$1.35/sf material allowance (4" field cut)
 - f) Unit shower walls - Includes a \$1.20/sf material allowance (4" x 8" ceramic subway tile)
 - g) Precast shower curbs are included (5" W x 4" H)
 - h) Threshold transitions (bathrooms to bedrooms are included)
 - i) Schluter strips (tile to carpet, threshold at A/C closets, and vertical transitions at shower tiled walls). Trim metal both sides of shower curbs is included.

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THE MID
Lake Worth, FL

EXHIBIT A - Qualifications & Assumptions

- j) Kitchen backsplashes - includes a \$1.20/sf material allowance (3"x 6" ceramic subway tile)
 - k) Clubhouse tile finishes (CT-1, 2, 3, 3A, 4 and 4A) inside Public Restrooms as per Sheet A9.5.1 and tile specifications on Sheet A11.0.1.
 - l) Carpets CPT-7, 8, 9 and 10 inside of the Clubhouse are included.
5. Bathrooms to receive 4" quartz backsplash and 3" x 6" ceramic subway tile full-height backsplash in kitchens.
 6. Pliteq 5mm Geniemat FF05NP sound underlayment under tiled areas at residential floors 2 and 3.
 7. Residential bedrooms – includes material specification from Carpet Style Secret Weapon (plush) for carpet stretch IN over padding in all residential bedrooms.
 8. Corridor carpet includes material specification "Color Your World" 22 oz level loop commercial carpet tiles 24" x 24".
 9. Any and all references to shower niches and/or shower benches are excluded. No niches or shower benches will be furnished or installed in any bathroom.
 10. Conc 1 and Conc 2 as referenced on Sheet A1.1.9 inside the Clubhouse is considered to be polished concrete. Concrete 2 calls for textured concrete. This contract includes sealed broom finish concrete flooring for Conc 2.
 - a. An additive alternate will be provided to owner.
 11. Tile configurations and layout are considered industry standard. Tile pricing does not include diagonal patterns/layouts.
 12. All references to epoxy grout are excluded. This contract includes standard cementitious grout.

DIVISION 10 – SPECIALTIES

1. Each residential unit bathroom to receive the following toilet accessories by Delta:
 - a. Robe hook
 - b. 24" towel bar
 - c. Toilet paper holder
 - d. Towel Ring
 - e. Grab bars are excluded
2. Each common Area bathroom to receive the following standard toilet accessories by DELTA, KOALA or BOBRICK:
 - a. 42" and 36" grab bars
 - b. Baby changing station
 - c. Mirror 24" x 36"
 - d. Soap dispenser
 - e. Sanitary napkin disposal
 - f. Toilet tissue holder
 - g. Paper Towel receptacle
3. USPS Approved postal specialties
 - a. (230) tenant boxes

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EXHIBIT A - Qualifications & Assumptions

- b. (23) parcel types
- 4. ¼" Thick, 42" High Clear Frameless Glass Vanity Mirrors are included in the Units.
- 5. (322) 3/8" frameless shower swing door (32") shower enclosure
- 6. Unit closet shelving
 - a. (3000 ft) - 12" Vinyl Coated Wire Shelf w/ standard rod - closets
 - b. (3400 ft) - 12" Vinyl Coated Wire Shelf – Linen
- 7. Package concierge is excluded but the package room has been included per the plans
- 8. Fire Extinguishers and cabinets are included to meet Florida Building Code requirements.

DIVISION 11 – EQUIPMENT

Residential Equipment:

- 1. Residential kitchens appliances by GE Appliances.
 - a. 11.55 Cu. Ft. Top Freezer refrigerator with ice maker (model # GGIE18GSHSS).
 - i. An additive alternate will be provided to owner.
 - b. 30" Free-standing electric range (model # GJBS60RKSS).
 - c. 1.6 Cu. Ft. Over-the-range microwave (model # JGJNM3163RJSS)
 - d. Frontload Built-In dishwasher (model # GGSD3361KSS)
 - e. GE GGUUV27ESSMWW "Spacemaker" Electric Washer/Dryer combo. Washer capacity 3.8 Cu. Ft. and Dryer capacity 5.9 Cu. Ft.
 - f. 1/3 HP Badger garbage disposals
- 2. Clubhouse Appliances
 - a. (2) each - Bosch BB26FT50SNS "800 Series" French Door Refrigerator (this refrigerator has been value engineered from \$6,400 to \$2,500 each).
 - b. (1) each - Sharp (model# KB6524PSY) 24 in. W 1.2 cu. ft. Built-in Microwave Drawer in stainless steel
 - c. (1) each - GE Profile Series 1.9 cu. Ft, 450 watts warming drawer in stainless steel (model # GPW9000SFSS)
 - d. (1) each - 18" Wide undercounter Built-In Wine Cellar by Summit Appliance
 - e. (1) each – 15" built-in ice maker by Summit Appliance
- 3. Window washing system and anchors are excluded.



Window Treatment

- 1. Window Treatment is excluded from this GMP and therefore will be purchased and installed by the Owner.

DIVISION 13 – SPECIAL CONSTRUCTION

Swimming Pool and Fountains:

- 1. This contract assumes a complete standard design of the pool. If the AOR/EOR adds additional engineering comments to this design that increase costs, this will be paid by owner.

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EXHIBIT A - Qualifications & Assumptions

2. This contract assumes the following design standards;
 - a. 1050 SqFt / Rolling Gutter / 4ft Avg Depth / 31,416 Gal
 - b. Monolithic Bond Beam / 6" min floor thickness / 6" min wall thickness
 - c. 3,500 PSI Concrete Structure @ 28 days
 - d. Steel bar reinforcement #3 Grade 40
 - e. Hydraulically balanced plumbing to meet local DOH requirements.
3. Pool finishes have been included as such
 - a. Std. Florida stucco pebble interior finish
 - b. Waterline tile 6" x 6" (\$5 per sq ft F.I. allowance)
 - c. Gutter cap bullnose tile 2" x 6" (\$4 per linear ft F.I. allowance)
 - d. Steel cap bullnose tile 2" x 6" (\$7 per linear ft F.I. allowance)
 - e. Standard depth and no diving tiles
 - f. Standard precast coping 12" x 24" x 1.5"
 - g. Stainless steel handrail and ladder
 - h. (2) pool lights
4. Any and all waterproofing not specifically included within the Q/A/s and on the Contract Documents are excluded, including, but not limited to concrete additives, control joints or any other liquid applied applications.
5. ADA lift and pool heater are excluded.

DIVISION 14 – VERTICAL TRANSPORTATION

Elevators:

1. Any and all references to elevators and all vertical conveyance systems in non-applicable and therefore excluded.

Trash Chutes and Trash Collection systems:

1. Any and all references to trash chutes is non-applicable and therefore excluded.
2. Waste recycling systems, odor control, trash and recycling containers of any kind are excluded.

DIVISION 15 – MECHANICAL

Fire Protection:

1. A code compliant fully designed system is included with CPVC piping in residential areas.
2. Fire protection coverage throughout residential unit balconies is excluded.
3. Concealed sprinkler heads are excluded.
4. Fire protection of bathrooms less than 55 sf and closets less than 12 sf have been specifically excluded as fire protection in these areas is not required as per the code.

HVAC:

1. No dryer booster fans are included. Moss assumes that all dryers specified are included with a

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EXHIBIT A - Qualifications & Assumptions

- long throw type exhaust venting.
- 2. Start up and commissioning is included.
- 3. All Testing & Balance and Blower Door Testing is excluded.
- 4. Condensers on rooftop stands rather than detail in plans. Configurations of stands will be field coordinated based on local code
- 5. Bath fans are included as Broan with flexible aluminum duct.
- 6. Xvent boxes utilized for all apartment dryer, bath and O/A penetrations. 4" flexible aluminum to be used for the bath venting and 4" insulated flexible aluminum for O/A duct.

- 7. The submittal package for the products that will be utilized on this project have been sent to and reviewed/accepted by the design team
- 8. To get to the GMP value, the air conditioning in the corridors has been value engineered to use (2) ceiling cassette mini-split air handling units (Mitsubishi M Series) in the ceiling of the corridors that would be connected to (1) condenser on the roof. This is in lieu of of the existing air handling units and condensers shown the current contract documents.
- 9. Please see below for modifications to M0.0.1
 - a. Note 2 – It is assumed that the AOR has coordinated the routings of all trades. If excessive re-routing is necessary, this will be at an additional charge
 - b. Note 3 – It is assumed that we are further than 3,000 Ft and all reference to non-ferrous materials or corrosion inhibitors are not applicable to this project
 - c. Note 13 – Lavatory exhaust will utilize flex alum and all outside air and exhaust will be insulated per code min.
 - d. Note 17 – Strike through last 2 lines
 - e. Note 19 - First Sentence will only be applicable in Clubhouse
 - f. Note 20 – Thermostats will be included per specs provided.
 - g. Note 22 – Strike through ACR hard drawn
 - h. Note 24 – Strike through Site Glass
 - i. Note 24 – We will provide (2) Filters – Construction and Final
 - j. Note 28 – All condensate drain piping will be CVPC - Not copper -
 - k. Note 30 - Per the AC per specs provided.
 - l. Note on M5.0.2 - Duct board will be provided in retail areas, not metal

Plumbing:

- 1. Water meter(s) & associated meter fees is not included in the GMP and will be provided by Owner.
- 2. Multiple supplier plumbing fixture package qualified as per the following:
 - a. Peerless PTT14219 Shower Faucet
 - b. Mansfield Alto 135 – 3173 1.28 GPF Elongated Toilet
 - c. Pelican PL-1813 Porcelain Undermount Sink
 - d. Peerless P1519LF Single Post Lavatory Faucet
 - e. Pelican PL – VS3018 - Single Bowl Undermount kitchen sink
 - f. Peerless P199152LF Single handle faucet w/ side spray
 - g. 40 gal Water heater
 - h. Retail spaces – Tankless water heater

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EXHIBIT A - Qualifications & Assumptions

3. Water riser piping to be CPVC inside the building. Sanitary Piping will be PVC. AC condensate piping will be PVC DWV Sch. 40 with CPVC in the plenums.
4. This contract does not include sound insulation for drainage lines, hot water insulation, vertical condensate drain insulation.
5. Standard free-standing pool shower and hose bib and water bubbler per sheet A1.1.3
6. All Condensate lines will be PVC or CPVC. Insulation on condensate piping will only be used on vertical runs and where required for code minimum.
7. Contrary to note 18 P 0.0.1 , water hammer arrestors will only be used on fixtures required by code.

8. Piping and dog fountain fixture are excluded. Reference note 1 on P1.3.1 – SN10
9. Note 30 on P 0.0.1 refers only to insulation that will be required in the clubhouse building.
10. Note 15 on P 0.0.1 is considered to say “All PVC shall be cellular core no solid core.
11. In working towards the gmp goal, the linear drains depicted around the pool was eliminated and this contract includes the use of (10) areas drains connected to the storm water system.
12. Design team will accept this Q&A as acceptance for our proposed VE per Note 9 on P 0.0.1

DIVISION 16 - ELECTRICAL

Electrical:

1. Radio booster DAS (Distributed Antenna System) and Bi-Directional Amplifying (BDA) systems and equipment are excluded from this GMP, inclusive of design fees. (Note 1 on ALS.1.1 and all other’s referencing radio signal boosters are too be negated.
2. Lightning Protection is not included.
3. All reference to two-way communication is not included.
4. Access control system, parking control system, CCTV security system and audio-visual system with equipment are excluded and included by Owner. Electrical Contractor to provide conduit raceways with pull strings as per the provided contract documents.
5. Infrastructure of conduit and pull strings associated with access control is included per the low voltage drawings. The GMP sheets state security by other and this contract assumes these low voltage drawings are the “security” drawings.
6. Lights shown on A1.1.4 on the underside of the balconies overhanging the retail areas are excluded since they are not shown on the electrical plans.
7. This Contract Sum includes an Allowance of \$450,000 for residential unit electrical fixtures and trim, ceiling fans, club house, site lighting, and corridors. This is an allowance and assumes ownership and design team will aid lighting dynamics in value engineering the lighting package.
8. MC or Romex cable shall be used where allowed by code.
9. No power, low voltage, or piping provisions are included for water sub-meters.
10. This contract assumes all conduit material, wire material, concrete pads, and transformers are provided by others. This contract includes the installation of the conduit, as depicted on the contract documents, as well as the concrete pad for the proposed transformers. This contract also includes the pulling of the wire from the pole shown to the transformers shown. All final terminations are excluded. All service costs, fees, material cost, and inspections, are excluded.

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EXHIBIT A - Qualifications & Assumptions

from this contract.

11. Electrical service to owner upgraded (if selected) insta-hots in lieu of water heaters is excluded.
12. CATV & telephone service raceways (conduit & pull strings) are included.
13. Smart panels to be provided by Hotwire
14. Our Electrical contractor will be taking over as the EOR for the Fire Alarm design. This contract includes a code compliant system regardless of what is shown on the contract documents.
15. Please see below for modifications to E0.0.1
 - a. Note 9 – Excluded
 - b. Note 13 – Excluded
 - c. Note 14 – Not Applicable
 - d. Note 24 – It is assumed this has been coordinated by the design team.
 - e. Note 25 – Strike through “after hours” and add that this will only be X-ray if required by the structural engineer.
 - f. Note 26 – Strike through Sentence “Existing electrical devices...made accessible”
 - g. Note 27 – Plenums will only include code compliant material but not the specific material as listed.
 - h. Note 38 – Strike through “Where fixtures are not available with integrally mounted test buttons, the test buttons shall be located in a discrete location as determined by the architect up to 50’ away from the fixture.”
 - i. Note 39 – Strike through “New lights and lamps shall match...(through)...The correct mounting height type shall be provided.” And Light fixtures installed in areas having exposed food or food preparation areas or kitchens shall be properly licensed and have shatter proof lamps.”
 - j. Note 44 – Excluded
 - k. Note 55 – Excluded – Dimmers not included
 - l. Note 59 – Excluded
 - m. Note 64 – Excluded
16. Please see below for modifications to E0.0.2
 - a. Note A.3 – Excluded
 - b. Note A.5, A-6, and A-7 - Will be superseded by the contract
 - c. Note A-11 – Exclude
 - d. Note A-16 – Will be superseded by the contract warranty period
 - e. Note B-5 – Exclude
 - f. Note B-6 – Strike through note – All Wire will be pulled per code.
 - g. Note B-7 – Excluded
 - h. Note B-8 – Excluded
 - i. Note B-18 - Strike through note – All conduit will meet the need of the project plans and be per code
 - j. Note C-2 – This is not correct. There would be no point of the shop drawing process if this is the case.
 - k. Note C-6 – Change to 8 weeks
 - l. Note E-3 – Excluded
 - m. Note E-8 – Strike through note – Insulation provided per code min.

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



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EXHIBIT B – Contract Documents

Moss shall provide the following

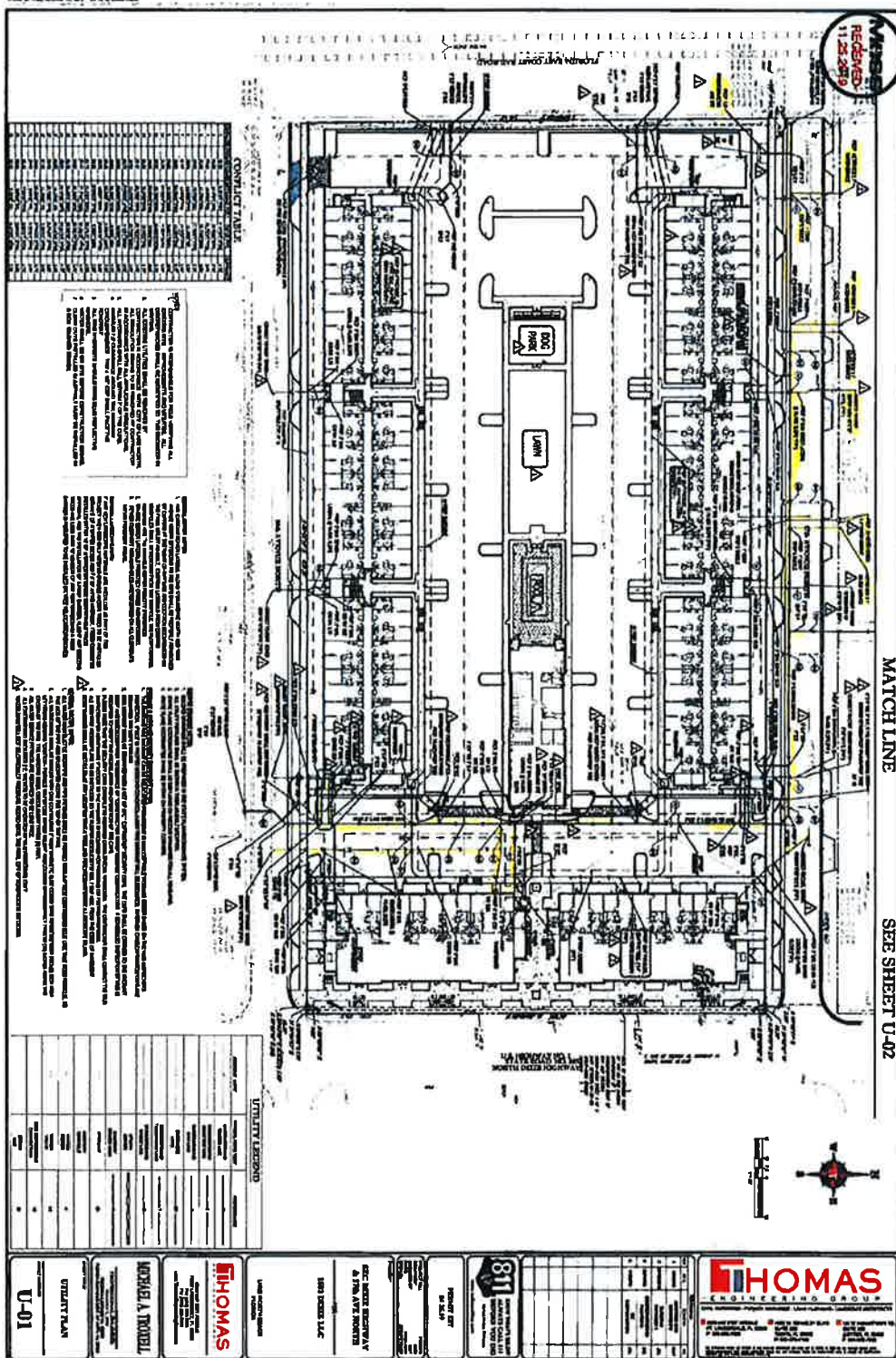
- Portion of electrical infrastructure required to provide electricity to serve the Project's proposed 230 multifamily units with clubhouse, and first floor live/work space.
- 17th Avenue North shall be milled and resurfaces from Dixie Highway west to the rail right-of-way as set forth in Exhibit B. In addition, F curb and gutter shall be added to aid with stormwater conveyance, also as set forth in Exhibit B.
- Portion of water infrastructure required to provide potable water and fire protection distribution mains to serve the Project's proposed 230 multifamily units with clubhouse, and first floor live/work space.
- Portion of stormwater infrastructure required to provide a stormwater collection and management system to serve the Project's proposed multifamily with commercial use space of approximately 5.46 acres.
- Portion of sanitary sewer infrastructure required to provide sanitary sewer collection system to serve the Project's proposed 230 multifamily units with clubhouse, and first floor live/work space.

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EXHIBIT B - Contract Documents



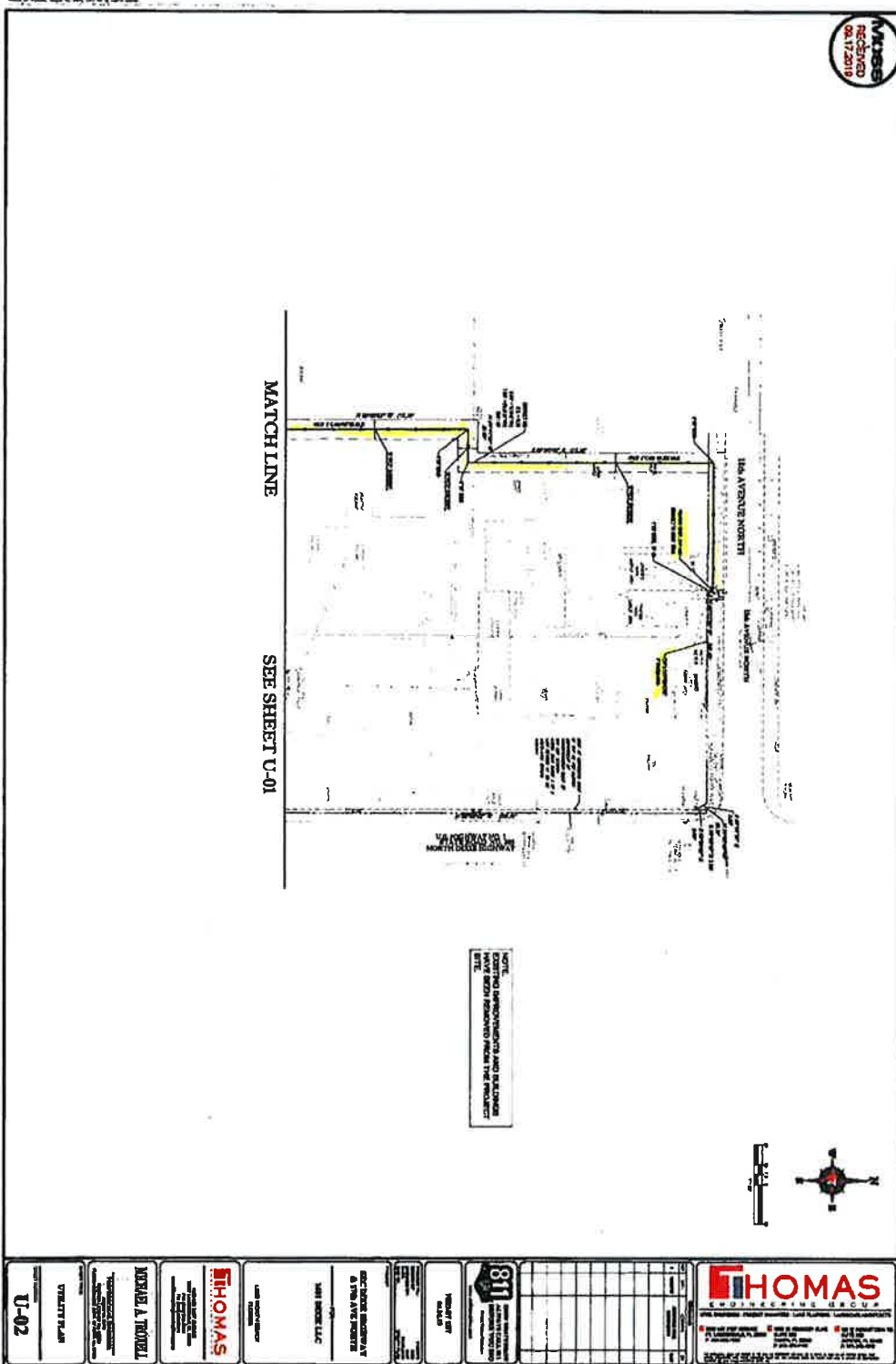
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EXHIBIT B – Contract Documents



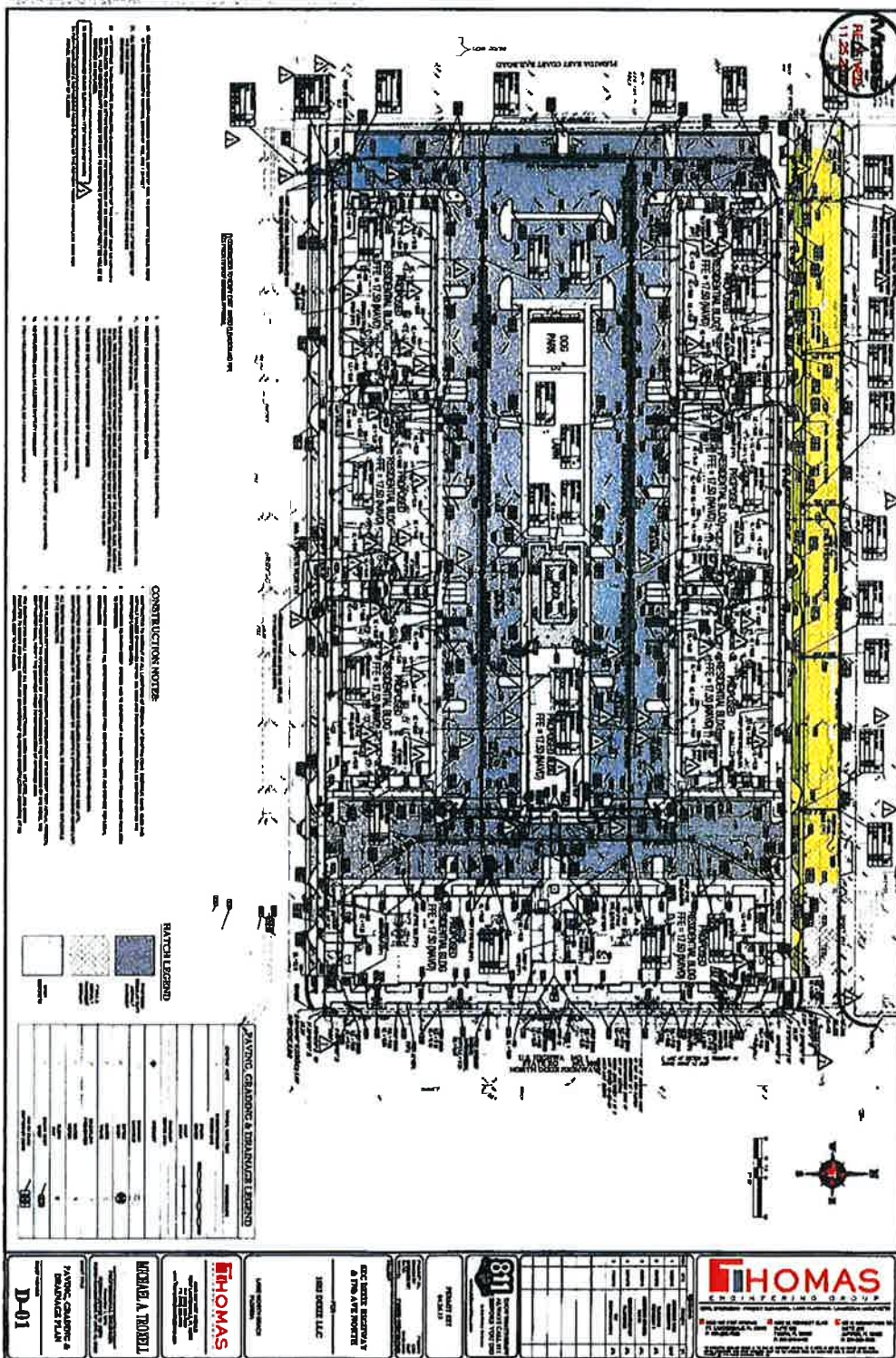
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EXHIBIT B – Contract Documents



1. All dimensions shall be taken from the centerline of the wall unless otherwise noted.

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RATCHAL LEGEND

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[Pattern]	Block
[Pattern]	Brick
[Pattern]	Other

PLACING, GRADING & TREATMENT LEGEND

Symbol	Description
[Symbol]	Concrete
[Symbol]	Block
[Symbol]	Brick
[Symbol]	Other

D-01
PLACING, GRADING & TREATMENT PLAN

MICHAEL A. TORRELL
ARCHITECT

THOMAS
CONSTRUCTION GROUP

811
CONSTRUCTION GROUP

FOR LARRY ROBERTS & THE LAW FIRM
ATTORNEYS AT LAW

THOMAS
CONSTRUCTION GROUP

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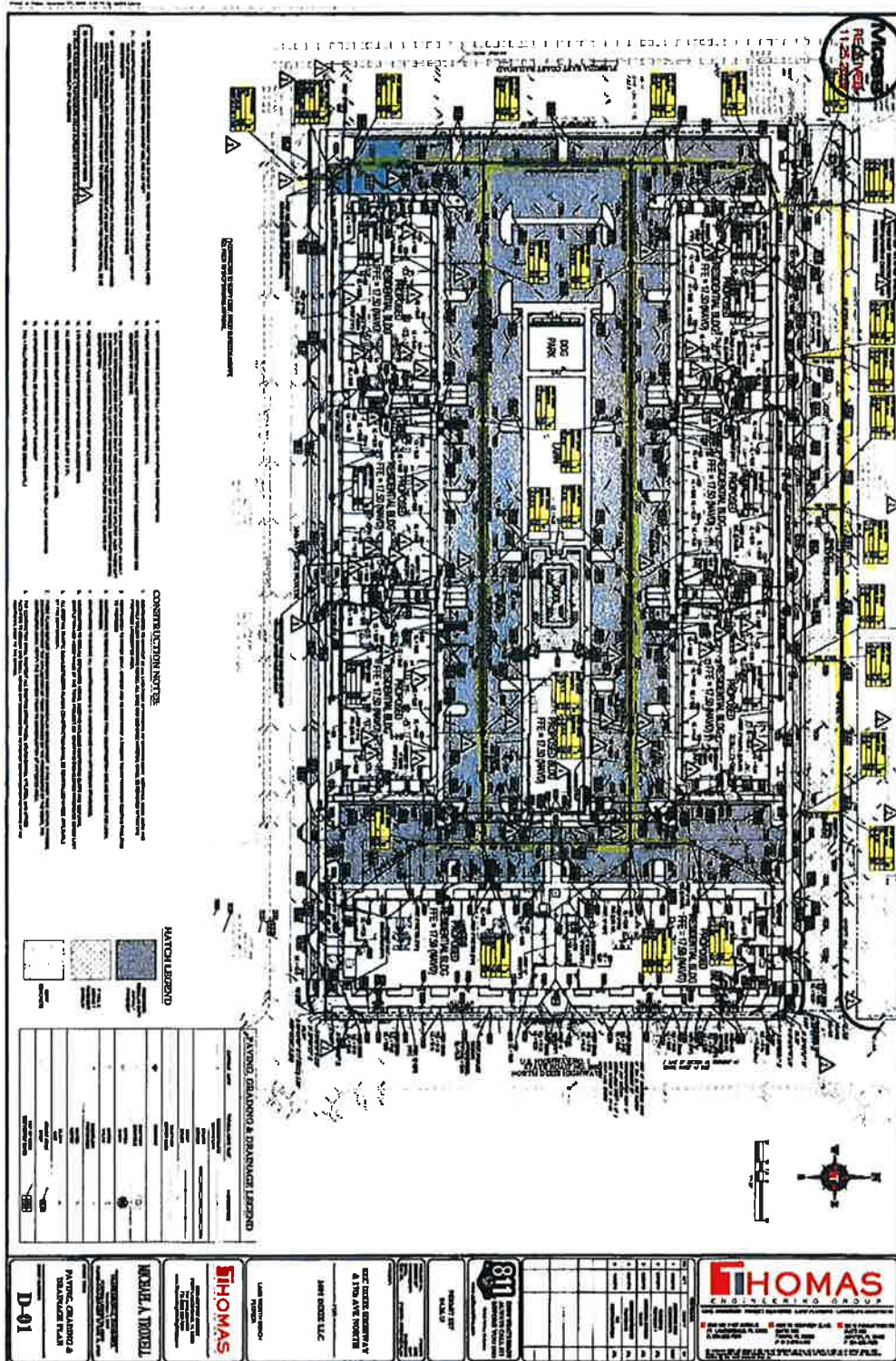
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EXHIBIT B – Contract Documents



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EXHIBIT "A-2"

Public Construction Bond with Dual Obligee Rider

(attached hereto)

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**PAYMENT AND
PERFORMANCE BOND**
(Florida Public Works)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106856754

Bond MUST be recorded in public records of County where improvement is located

Principal (Contractor) : Moss & Associates, LLC

Address: 2101 N. Andrews Avenue, Fort Lauderdale, FL 33311

Telephone: (954) 524-5678

Surety: Travelers Casualty and Surety Company of America

Address: One Tower Square, Hartford, CT 06183

Telephone: (407) 388-7814

Owner: 1601 Dixie LLC

Address: 414 N Andrews Avenue, Fort Lauderdale, FL 33301

Telephone: (954) 451-5252

Project Description: The Mid, 1601 North Dixie Highway, Lake Worth Beach , FL 33460

NOTE: Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BY THIS BOND, We, Moss & Associates, LLC, called the Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, called the Surety, are bound to 1601 Dixie LLC, herein called Owner, in the sum of One Million Thirty Five Thousand 00/100 Dollars (\$1,035,000.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:


1. Performs the contract dated January 30, 2020, between Principal and Owner for construction of The Mid, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and dated this 4th day of February, 2020.

Moss & Associates, LLC
(Principal)

By: 
David Glasser, Vice President

Travelers Casualty and Surety Company of America

By: 
William Scott Trethewey, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William Scott Trotheway** of **FT LAUDERDALE Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **February**, **2020**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**DUAL
OBLIGEE
RIDER**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

(Concurrent Execution)

This Rider is executed concurrently with and shall be attached to and form a part of performance bond No. 106856754.

WHEREAS, on or about the 30th day of January, 2020, Moss & Associates, LLC (hereinafter called the "Principal"), entered into a written agreement with 1601 Dixie LLC (hereinafter called the "Primary Obligee") for the construction of the The Mid (hereinafter called the "Contract"); and

WHEREAS, Principal is required by the Contract to provide a performance bond and Primary Obligee has requested that City of Lake Worth Beach, Florida, ATTN: City Manager, 7 N Dixie Highway, Lake Worth, FL 33460, be named as an additional obligee under the performance bond; and

WHEREAS, Principal and Travelers Casualty and Surety Company of America (hereinafter referred to as "Surety") have agreed to execute and deliver this Rider in conjunction Performance Bond No. 106856754 (hereinafter referred to as "Performance Bond")

NOW, THEREFORE, the undersigned hereby agree and stipulate that City of Lake Worth Beach, Florida, ATTN: City Manager, 7 N Dixie Highway, Lake Worth, FL 33460 shall be added to said bond as a named obligee (hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bond to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.

2. The aggregate liability of the Surety under the Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. At the Surety's election, any payment due under the performance bond may be made by joint check payable to one or more of the obligees.

3. The Surety may, at its option, make any payments under said Performance Bond by check issued jointly to all of the obligees.

Except as herein modified, the Bond shall be and remains in full force and effect.

Signed this 4th day of February, 2020.

Moss & Associates, LLC

(Principal)

By: 

David Glasser, Vice President,

Travelers Casualty and Surety Company of America

By: 

William Scott Trethewey, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**


POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William Scott Trothowey** of **FT LAUDERDALE Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th day of January, 2019**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th day of January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **February**, **2020**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

EXHIBIT "A-3"

Escrow Agreement

(attached hereto)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Escrow Agreement”) entered into this 24th day of February, 2020, by and between First American Title Insurance Company (“Escrow Agent”), City of Lake Worth Beach, a Florida municipal corporation (“City”) and 1601 Dixie, LLC, a Florida limited liability company (“Owner”).

W I T N E S S E T H:

WHEREAS, City and Owner entered into that certain Economic Development Incentive Agreement with Effective Date of May 1, 2018 as modified by that Amendment dated December 13, 2019 and by that Second Amendment dated February __, 2020 (the “Incentive Agreement”); and

WHEREAS, Owner has entered into a separate contract with Moss & Associates, LLC (“Contractor”) for the construction of the Infrastructure Improvements as identified in the Incentive Agreement (the “Infrastructure Contract”); and

WHEREAS, City and Owner have agreed to enter into this Escrow Agreement in order to address potential issues that may arise during the construction of the Infrastructure Improvements under the Infrastructure Contract; and

WHEREAS, except as specifically modified by written instruction executed by all parties and accepted by Escrow Agent, the following General Conditions of Escrow shall apply to this escrow, and the Escrow Funds received hereunder.

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

1. Recitals. The above recitals are true and correct and are hereby incorporated into and made a part hereof.

2. Deposit of Escrow Funds. As provided in the Incentive Agreement and upon the Owner’s satisfaction of certain conditions precedent, the City will deposit \$517,500 with the Escrow Agent (the “Escrow Funds”). The Escrow Funds (and any Additional Escrow Funds, as described below) while in escrow shall be subject to all terms and conditions of this Escrow Agreement and the Incentive Agreement, which is attached hereto to as **Exhibit “1”**. Escrow Agent is directed to deposit the Escrow Funds (and any Additional Escrow Funds, as described below) in an interest-bearing account, which account shall be maintained in the name of First American Title Insurance Company as Escrow Agent for the parties to this Escrow Agreement. Interest earned on the Escrow Funds (and any Additional Escrow Funds, as described below) deposited shall accrue to the benefit of Owner, who has provided a completed and executed W-9 form to Escrow Agent. **THE ESCROW FUNDS WILL NOT BE PLACED INTO AN INTEREST-BEARING ACCOUNT UNTIL AND UNLESS ESCROW AGENT HAS RECEIVED THE COMPLETED W-9 FROM THE OWNER.** Accrued interest shall accumulate and constitute a part of the escrow. Escrow Agent shall not be responsible for (a) any fluctuation in the rate on

interest accruing on deposited escrow funds; (b) any failure on the part of the Bank; (c) the unavailability of FDIC insurance on all or any portion of the deposited escrow funds or (d) any other matters beyond the direct and exclusive control of Escrow Agent.

3. **Owner's Default.** As provided in the Incentive Agreement, in the event of a default by Owner under the Infrastructure Contract, Contractor shall deliver a copy of such written notice of default to Owner, City and to Escrow Agent, which shall identify the reason for default and all amounts demanded to be paid to Contractor under the Infrastructure Contract (a "Default Notice"). In the event that City receives a Default Notice from Contractor then, within ten (10) business days, City shall in its sole discretion have the right, but not the obligation and in addition to any other remedy City may have, to direct Escrow Agent in writing to release the portion of the Escrow Funds as is demanded in the Default Notice to Contractor pursuant to the terms of the Infrastructure Contract. If Escrow Agent receives such written direction from City, Escrow Agent shall promptly (within five (5) business days of receipt of City's written direction) release the identified Escrow Funds amount to Contractor.

If Escrow Agent has released all of Escrow Funds to Contractor pursuant to City's written direction and City receives an additional Default Notice(s) from Contractor, City shall in its sole discretion have the right, but not the obligation, to deposit additional Escrow Funds in the amount demanded in the additional Default Notice(s) with the Escrow Agent within ten (10) business days of receipt of the Default Notice(s) (the "Additional Escrow Funds"). City may then direct Escrow Agent to pay the Additional Escrow Funds as demanded in the additional Default Notice(s) to Contractor pursuant to the terms of the Infrastructure Contract. If Escrow Agent receives such Additional Escrow Funds and written direction from City then Escrow Agent shall promptly (within five (5) business days) release such funds to Contractor.

Upon receipt by Escrow Agent of a written notarized statement by Contractor to the City, Owner and Escrow Agent of the Contractor's receipt of an amount equal to the Escrow Funds for work under the Infrastructure Contract, which shall include a statement that there is no pending default under the Infrastructure Contract and that the Public Construction Bond for the construction work remains in full force and effect ("Receipt Notice"), the Escrow Funds (or the remaining portion of the Escrow Funds) shall be released by the Escrow Agent to Owner (or, at Owner's election to an account controlled by Owner's lender).

All parties to this Escrow Agreement shall have the right to audit all payments made by the Escrow Agent including, but not limited to, all documentation submitted to the Escrow Agent for disbursement of funds to the Contractor.

All costs, fees and expenses of this Escrow Agreement shall be charged to the Escrow Funds or the Owner if the Escrow Funds are insufficient to pay all costs, fees and expenses of this Escrow Agreement.

4. **Limitations of Liability:** Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following:

- a. The financial status or insolvency of any other party or any misrepresentation made by any other party.

- b. Any legal effect, validity, insufficiency, or undesirability of any instruction and notice deposited with or delivered by or to Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument.
- c. The default, error, action or omission of any other party to the escrow.
- d. Any loss or impairment of Escrow Funds that have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to a invalidity of any draft, check, document or other negotiable instrument delivered to the Escrow Agent.
- e. The expiration of any time limit or other consequence of delay, unless a properly executed settlement instruction, accepted by Escrow Agent has instructed the Escrow Agent to comply with said time limit.
- f. Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.
- g. Any mistakes of fact or errors in judgment, or any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

4. Completion of Escrow: Upon completion of the disbursement of the Escrow Funds and any Additional Escrow Funds and delivery of instruments, if any, and after receiving written approval from both parties, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.

5. Benefit: These conditions of escrow shall apply to and be for the benefit of agents of the Escrow Agent employed by it for services in connection with this escrow, as well as for the benefit of Escrow Agent. There are no third party beneficiaries to this Escrow Agreement.

6. Attorney's Fees: In the event that litigation is initiated relating to this escrow, the parties hereto agree that Escrow Agent shall be held harmless from any attorney's fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's fault. To the extent that Escrow Agent holds Escrow Funds under the terms of this escrow (excluding any Additional Escrow Funds), the parties hereto, other than Escrow Agent agree that the Escrow Agent may charge those Escrow Funds with any such attorney's fees, court costs and expenses as they are incurred by Escrow Agent. In the event that conflicting demands are made on Escrow Agent, or Escrow Agent, in good faith, believes that any demands with regard to the Escrow Funds or Additional Escrow Funds are in conflict or unclear or ambiguous, Escrow Agent may bring an interpleader action in an appropriate court in Palm Beach County, Florida. Such action shall not be deemed to be the "fault" of Escrow Agent, and Escrow Agent may lay claim to or against the Escrow Funds for its reasonable costs and attorneys fees in connection with same, through final appellate review.

7. Duties of Escrow Agent: Agent is authorized and agrees by acceptance of the Escrow Agreement to hold and deliver the same or the proceeds thereof in accordance with the terms hereof. Escrow Agent is acting as a stakeholder only with respect to the Escrow Funds and any Additional Escrow Funds and Escrow Agent's duties are purely ministerial in nature. In the event of doubt as to its liabilities or duties, Escrow Agent may, in its sole discretion (i) continue

to hold the Escrow Funds and Additional Escrow Funds until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction in Palm Beach County, Florida, shall determine the rights of the parties thereof, or (ii) deliver the Escrow Funds and any Additional Escrow Funds and the proceeds thereof to the Clerk of the Circuit Court for Palm Beach County or other court of competent jurisdiction in Palm Beach County, Florida, and upon notifying all parties concerned of such action, any liability on the part of the Escrow Agent shall fully terminate except to the extent of accounting for monies or documents previously delivered out of escrow. In the event of any suit wherein Escrow Agent is made a party by virtue of acting as agent, or in the event of any suit initiated by or against Escrow Agent, Escrow Agent may interplead any money held by Escrow Agent. Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs incurred in negotiation, at trial and upon appeal, said fees and costs to be charged and assessed as court costs in favor of Escrow Agent and immediately paid by the non-prevailing party. The parties agree that Escrow Agent shall not be liable to anyone for misdelivery of monies unless such misdelivery shall be due to willful breach of this Escrow Agreement or gross negligence on the part of Escrow Agent. Escrow Agent shall not be liable for any loss resulting from any default, error, action or omission, loss or impairment of funds in the course of collection or while on deposit resulting from failure or suspension of the depository institution or Escrow Agent's compliance with any legal process, order or judgment of any court, whether or not subsequently vacated or modified.

8. Dispute: In the event of a dispute or controversy between the parties to the with regard to the Escrow Funds or Additional Escrow Funds, the Escrow Agent reserves the right to resign as Escrow Agent, upon thirty days written notice by Escrow Agent to all parties to this Escrow Agreement.. Escrow Agent shall transfer Escrow Funds and Additional Escrow Funds to a successor Escrow Agent upon joint written instruction from all parties to this Escrow Agreement within said thirty-day period. Failure of any notice of replacement Escrow Agent shall cause Escrow Agent to interplead the Escrow Funds and Additioanl Escrow Funds as provided herein.

9. Escrow Fee: Escrow Agent will be entitled to a fee in the amount of \$400.00 for performing its duties hereunder. The parties hereto agreed that the fee will be subtracted from the Escrow Funds at time of disbursement to either Owner or Owner's lender (as applicable).

10. Release of Escrow Funds and Additional Escrow Funds: Escrow Agent shall release or disburse Escrow Funds and any Additional Escrow Funds only pursuant to a written notice as provided in this Escrow Agreement.

11. Notices: All notices, requests, disbursements (except wire transfers, which shall be deemed to have been duly given after confirmation of receipt given by the recipient bank as directed in the wiring instructions) or other communications shall be in writing, shall be provided to all parties (as identified below) and shall be deemed to have been duly given on the date sent if: a) by electronic or email transmissions to the email addresses provided below, said email notice shall be deemed effective upon completion of the email, so long as the email notice has the proper and necessary notice attached by a PDF attachment with the required signature(s) and the sender retains written proof of time date and successful transmission; b) sent Federal Express or by similar private overnight courier service, or c) sent certified mail, return receipt requested, with all post

charges prepaid, and addressed to the following addresses for each party or to such further addresses as any such party may designate by written notice given pursuant to this paragraph:

Escrow Agent:

First American Title Insurance Company
2121 Ponce de Leon Blvd., Suite 710
Coral Gables, FL 33134
Attention: Yessie A Gonzalez, Senior Commercial Escrow Officer
Phone no.: (305)908-6253
Fax no.: (866) 908-6012
E-mail: YeGonzalez@firstam.com

Owner:

1601 Dixie, LLC
414 N. Andrews Ave
Fort Lauderdale, FL 33301
ATTN: Jeffrey Burns and Nick Rojo, Jr.
E-mail: jburns@affiliateddevelopment.com; nrojo@affiliateddevelopment.com

with copies to:

Greenspoon Marder LLP
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
ATTN: Mark J. Lynn, Esq.
E-mail: mark.lynn@gmlaw.com

City:

City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, FL 33460
ATTN: Michael Bornstein, City Manager
E-mail: mbornstein@lakeworthbeachfl.gov

with copies to:

Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
ATTN: Christy L Goddeau, Esq.
christy@torcivialaw.com

13. Entire Agreement. This Escrow Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except pursuant to a written instrument executed by all parties.

14. Governing Law. The laws of the State of Florida shall govern the validity, construction, enforcement and interpretation of this Escrow Agreement. Any legal action instituted in connection herewith involving Escrow Agent shall be maintained only in Palm Beach County, Florida.

15. Parties Bound. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

16. Time of Essence. Time is of the essence in this Escrow Agreement.

17. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all together one and the same instrument.

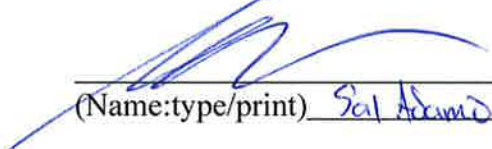
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SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:



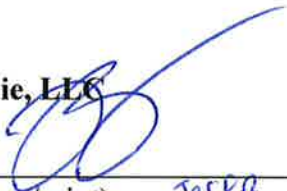
(Name:type/print) Kenia Santos



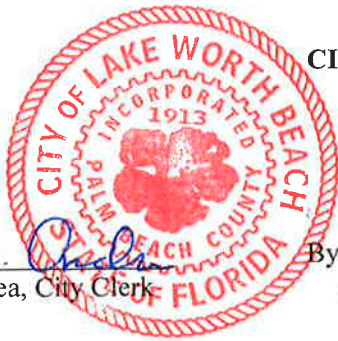
(Name:type/print) Saul Adams

Owner:

1601 Dixie, LLC


BY: _____
Name (type/print) Jeff Burns
its President

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SIGNATURE PAGE OF CITY AND ESCROW AGENT FOLLOW



CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:


By: 
Deborah M. Andrea, City Clerk

By: 
Michael Bornstein, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

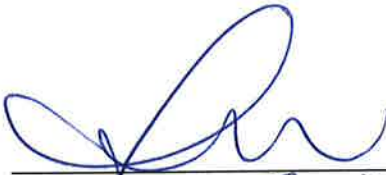
By: 
Glen J. Torcivia, City Attorney


APPROVED FOR FINANCIAL
SUFFICIENCY

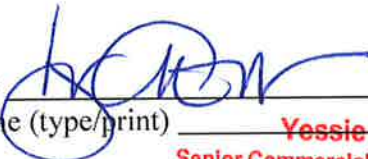
By: 
Bruce T. Miller, Financial Services Director

Escrow Agent:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**


(Name: type/print) Francis Mancini


(Name: type/print) Maykel Rodriguez

BY: 
Name (type/print) Yessie A. Gonzalez
its Senior Commercial Escrow Officer, Paralegal

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

DEPARTMENT: Electric Utility

TITLE:

Level 3 Communications, LLC Pole Attachment and Settlement Agreement

SUMMARY:

Settlement Agreement and Pole Attachment Agreement with Level 3 Communications, LLC covering prior unauthorized pole attachments and continued attachment to City electric utility poles.

BACKGROUND AND JUSTIFICATION:

The City requires Pole Attachment Agreements (“Agreements”) with companies seeking to make use of City utility poles in the conduct of their businesses, however after many years of lack of attention by all parties the Agreements were not up to date, did not reflect the number of or current names of companies attached, was not accurate in terms of number of attachments, and were not reflective of prevailing market rates. Accordingly, Staff initiated a review of the entire process, conducted a pole attachment survey across City’s electric utility’s entire service territory, and entered into negotiations with the attaching entities to recover amounts related to unauthorized attachments and establish new standardized and uniform Agreements.

On April 3, 2018, the City issued a Task Order to Wantman Group, Inc., (WGI) under RFQ 18-303 to complete an audit of the City’s electric utility poles to identify the companies attached to City poles and number of attachments to each pole. The results of the audit indicated significant discrepancies with City records to the benefit of attaching entities. Staff has since successfully completed settlement agreements and implemented new agreements with multiple companies. One such company, Level 3 Communications, LLC (Level 3) was found to be attached to 448 utility poles without a Pole Attachment Agreement with the City. The audit and findings were shared with Level 3 for review and discussion.

Over the past eight months, the Electric Utility in conjunction with the City’s legal team, has worked with Level 3 on a Settlement Agreement in addition to a new Pole Attachment Agreement. The Settlement Agreement recovers five years of attachment fees for the 448 unauthorized attachments at \$16.50 per pole for a total of \$36,960. In addition, the City will also be recovering \$6,356 as reimbursement to the City for Level 3’s proportionate share of the WGI Audit costs. The one-time amount to be paid to the City by Level 3 under the Settlement Agreement is \$43,316.

The new Pole Attachment Agreement requires Level 3 to pay the City \$16.50 per pole for years 2022 through 2024 after which a 3% increase will be applied. The new pole attachment rates are applied uniformly across all attaching companies and are reflective of the results of a state-wide rate poll of municipal electric utility pole attachment rates conducted by the Florida Municipal Electric Association (“FMEA”). As a result of the new pole attachment agreement, the revenues expected for FY2022 through FY2024 from Level 3 are \$7,392 annually.

Approval of the Settlement Agreement and the Pole Attachment Agreement will allow Level 3 to proceed with expanding their business and increased numbers of pole attachments within the City's electric utility service territory.

MOTION:

Move to approve/disapprove Settlement Agreement and Pole Attachment Agreement with Level 3 Communications, LLC for unauthorized attachments and new Pole Attachment Agreement for FY 2022 in the amount \$50,708.

ATTACHMENT(S):

Fiscal Impact Analysis
 Level 3 Settlement Agreement
 Level 3 Pole Attachment Agreement
 Pole Attachment Revenue Summary

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	\$50,708	\$7,392	\$7,392	\$7,392	\$7,392
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$50,708	\$7,392	\$7,392	\$7,392	\$7,392
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Agenda Revenue	Balance
401-0000-341-90.90	Government Charges & Fees Misc	N/A	\$255,590	\$255,590	+\$50,708	\$306,298

POLE ATTACHMENT AGREEMENT

BETWEEN

CITY OF LAKE WORTH BEACH

AND

LEVEL 3 COMMUNICATIONS, LLC

This Pole Attachment Agreement (“Agreement”) is dated this ____ day of ____ 2021, and is made by and between City of Lake Worth Beach, Florida (“Licensor”), a Florida municipal corporation, and Level 3 Communications, LLC a Delaware limited liability company authorized to do business in the State of Florida (“Licensee”).

RECITALS

WHEREAS, Licensee proposes to install and maintain, fiber optic and or coaxial cables, wires, antennas and associated wireline and wireless communications equipment on Licensor’s Poles to provide all lawful Communications Services to the public; and

WHEREAS, Licensor is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Attachments on Licensor’s Poles, provided that Licensor may refuse, on a non-discriminatory basis, to issue a Permit where in its reasonable judgment there is insufficient capacity (of space or pole loading requirements) or for reasons of safety, reliability and generally applicable engineering purposes; and

WHEREAS, the Licensor supports the rapid deployment of communications facilities within its service area pursuant to prudent pole attachment terms and conditions that will not (i) compromise the safety and reliability of the Licensor’s electric distribution system; (ii) detrimentally affect the Licensor’s ability to deliver exceptional customer service; or, (iii) unreasonably interfere with the functionality of third-party communications networks that share Licensor Poles. This Agreement shall be interpreted consistent with these principles.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and remunerations herein provided, and the rights and obligations created hereunder, the parties hereto agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Agreement. Words used in the present

tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. Affiliate: when used in relation to Licensee or other Attaching Entity, means another entity who owns or controls, is owned or controlled by, or is under common ownership or control with such Attaching Entity.
- B. Anchor: means a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of Licensor and/or Licensee. Anchors shall be of sufficient size to hold the load placed on them.
- C. Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work, including Make-Ready Work, in or around electric Licensor Facilities and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), the regulations of the Occupational Safety and Health Administration ("OSHA"), and the applicable laws of Florida, each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of Licensor or other authority with jurisdiction over Licensor Facilities.
- D. Attaching Entity: means any public or private entity that attaches to a Licensor Pole to provide Communications Service.
- E. Attachment: means the point of connection to a Licensor Pole of a cable or fiber optic wire facility or other Communications Facility utilized to provide Communications Service, together with all associated equipment (excluding climbing aids) necessary to physically attach such facility to Licensor's Poles, placed directly on Licensor's Poles within the Communication Zone. For billing purposes, an Attachment shall be counted only for each 12 inches of space occupied by a strand attached with through-bolt.
- F. Cable: means any communications cable, wire, or strand, including without limitation fiber optic cable, coaxial cable, and twisted pair copper cable.
- G. Communications Facilities: means a wire or other facility utilized to provide Communications Service, together with all associated equipment necessary to physically attach such facility to Licensor's Poles.
- H. Communications Service: means the transmission [or receipt] of voice, video, data, internet or other forms of digital or analog signals over wire or other facilities, but does not include any such transmission [or receipt] by

Licensors when utilized to provide internal, non-commercial communications related to the operation of the Licensor.

- I. Communication Zone: means the space above the lowest permitted point of strand attachment minimum grade on a Pole, as defined by the NESC and other Applicable Standards that is available for Attachments.
- J. Make-Ready Work: means all work required by Applicable Standards, as reasonably determined by Licensor, required to accommodate Licensee's Communications Facilities. Such work includes, but is not limited to, rearrangement and/or transfer of Licensor Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance or storm restoration purposes), pole strengthening and construction by pole removal and replacement.
- K. Outside Plant Facilities or OSP Facilities or Licensor Facilities: means all personal property and real property owned or controlled by Licensor, including but not limited to Poles and fiber.
- L. Overlash: means to lash an additional wire or other facility to an existing facility attached to a Pole.
- M. Permit: means written or electronic authorization of Licensor for Licensee to make, or maintain, Attachments to specific Poles pursuant to the requirements of this Agreement.
- N. Pole: means a pole owned by Licensor used for the distribution or transmission of electricity of less than 69kV that is capable of supporting Attachments for Communications Services. Generally the distribution Poles subject to this Agreement shall consist of 50 foot, class 2, wood poles which meet the requirements of the NESC for Pole Capacity, support and clearance of supply and communication conductors under conditions existing at the time this Agreement was established. The foregoing definition is not intended to preclude the use of Poles of different heights or strengths.
- O. Pole Capacity: is the maximum allowable stress, strain, or force the Pole can be subjected to, as determined by Licensor's Standards and the guidelines within the NESC.
- P. Pre-Permit Survey: means all work or operations required by Applicable Standards or Licensor to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection, and loading calculations.

- Q. Rearrange or Rearranging: is the moving of Attachments from one position to another on the same Pole.
- R. Reserve Capacity: means capacity or space on a Pole that Licensor has identified in writing at the time of attachment and reserved for its own electric utility requirements, pursuant to a reasonable, bona fide projected need or business plan for the provision of its core utility service.
- S. Riser: means metallic or plastic encasement materials placed vertically on the Pole to guide and protect communications wires and cables.
- T. Tag: means to place distinct markers on wires and cables, coded by color or other means specified by Licensor that will readily identify the type of Attachment and its owner.
- U. Transfer or Transferring: is the moving of Attachments from one Pole and placing them upon another.
- V. Unauthorized Attachment: means an Attachment to a Licensor Pole without Licensor's authorization required hereunder, including unauthorized third party Overlashing as more specifically set forth in Section II L of this Agreement. For purposes of payment of the Unauthorized Attachment Fee, an Unauthorized Attachment shall be deemed to have been made on the effective date of this Agreement or the date of the last pole survey or five years prior to the date of the survey, whichever is later.
- W. Vertical Ground Wire: means a conductor of either party attached vertically to the Pole and extending from the multi-grounded neutral through the Communication Zone to the base of the Pole where it may be either butt wrapped on the Pole or attached to a ground electrode.
- X. Wireless Telecommunications Attachment: means any installation on a pole that sends and/or receives radio frequency signals, including but not limited to directional, omnidirectional and parabolic antennas, structures to support sending or receiving and/ or transmitting devices, cabinets, accessory equipment and other ancillary equipment. A span wire required to support an unbalanced load for a wireless telecommunication attachment shall be considered a pole attachment if the operator does not have a licensed attachment on that same pole.

II. SCOPE OF AGREEMENT

- A. Grant of License. Subject to the provisions of this Agreement, Licensor hereby grants Licensee a nonexclusive license authorizing Licensee to attach and maintain Attachments to Licensor's Poles subject to Licensor's termination rights set forth in Article XXII.

- B. Parties Bound by Agreement. Licensee and Licensor agree to be bound by all provisions of this Agreement and of the Permit(s) issued pursuant to this Agreement.
- C. Permit Issuance Conditions. Licensor will issue a Permit(s) to Licensee when Licensor determines, in its reasonable judgment that: (i) it has sufficient capacity (as it relates to both space for the equipment and pole loading requirements) to accommodate the requested Attachments within the Communication Zone; (ii) Licensee meets all requirements set forth in this Agreement; and (iii) such Permit(s) comply with all Applicable Standards. Sufficient capacity will be presumed to exist where the pole can accommodate Licensee's attachment consistent with Applicable Standards with or without Make-Ready Work.
- D. Reserve Capacity. Access to Poles will be made available to Licensee with the understanding that such access is subject to Licensor's Reserve Capacity as that term is defined herein. On giving Licensee at least ninety (90) days prior notice, Licensor may reclaim such Reserve Capacity anytime during the life of the Agreement following the installation of Licensee's Attachment if required for Licensor's future electric service use, including the attachment of communications lines for internal Licensor operational requirements. Licensor shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any modifications needed to expand capacity so that Licensee can maintain its Attachment on the affected Pole(s) or to transfer its facilities to the nearest Pole. If any Attachments permitted on the Pole in reserved capacity are not removed after ninety (90) days' notice or such additional time as is reasonably necessary under the circumstances, Licensor may, at its sole option, after providing three (3) business days' advance notice, remove or relocate said facilities at the expense of the Licensee. To the extent feasible, Licensor shall assist Licensee in finding other Licensor poles which may be suitable for Licensee's attachments
- E. No Interest in Property. No use, however lengthy, of any Licensor Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easements or other ownership or property rights of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Licensor's rights to the Licensor Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a mere licensee.
- F. Licensee's Right to Attach. Nothing in this Agreement, other than a Permit issued pursuant to Article VI, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole or to compel Licensor to grant Licensee the right to attach to any specific Pole.

1. Licensor reserves the right to deny Attachments to Licensor Poles on a non-discriminatory basis for capacity, safety, reliability, or engineering concerns.
 2. Pursuant to the right provided for in the above subsection, Licensor hereby excludes its Poles used to provide street lighting service only and limits use to Poles used to support those distribution and transmission lines in voltages below 69 kV. The Licensor may allow, under special circumstances and at the Licensor's discretion, cable attachments to Poles used to support transmission lines in excess of 69 kV and Poles used to provide street lighting service only.
- G. Necessity of Authorizations. Licensee is obligated to obtain all legally necessary certification, permitting, and franchising from Federal, State and Local authorities prior to making any Attachments.
- H. Licensor's Rights over Poles. The parties agree that this Agreement does not in any way limit Licensor's right to locate, operate and maintain its Poles in the manner that it reasonably believes will best enable it to fulfill its own service requirements.
- I. Expansion of Capacity. Licensor will take reasonable steps to expand Pole capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Licensor to install, retain, extend, or maintain any Pole for use by Licensee when such Pole is not needed for Licensor's own service requirements.
- J. Other Agreements. Except as provided herein, nothing in this Agreement shall limit, restrict, or prohibit Licensor from fulfilling any agreement or arrangement regarding Poles, including Joint Use Agreements, into which Licensor has previously entered, or may enter in the future, with others not party to this Agreement.
- K. Permitted Uses. This Agreement is limited to the uses specifically stated in the Recitals and no other use shall be allowed without Licensor's express written consent to such use. Nothing in this Agreement shall be construed to require Licensor to allow Licensee to use Licensor's Poles after the termination of this Agreement except to the extent that the parties are in good faith negotiations to extend this Agreement or enter into a new Agreement, in which case the terms of this Agreement shall govern until such renewed or new Agreement is executed.
- L. Overlapping. The following provisions will apply to Overlapping:

1. Prior notice, but no permit, is needed for Licensee's overlashed cable. Licensee will stay in compliance with generally accepted engineering practices when installing the overlashed cable. Licensor has the right to deny the overlashed attachment for reasons of safety, reliability or generally applicable engineering reasons.
 2. Licensee shall not sub-license space on the pole to any third-party, or place an Attachment or Overlash for the benefit of any third-party. An affiliate of Licensee shall not be deemed a third-party. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third-parties (including, but not limited to, leases of dark fiber or leased telecommunications services) that involves no additional Attachment or Overlash is not subject to the provisions of this Section II L.
 3. Except as otherwise set forth herein, if Overlashing is required to accommodate facilities of a third party who is not affiliated with Licensee, such third party must obtain Permits and a License Agreement with Licensor, and pay an Annual Attachment Fee. No such Permits to third parties may be granted by Licensor allowing Overlashing of Licensee's Communications Facilities unless Licensee has consented in writing to such Overlashing. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by Licensee.
 4. Make-Ready procedures set forth in Article VII shall apply, as necessary, to all Overlashing.
- M. Risers and Climbing Aids. Licensee shall not place risers, vertical grounds, climbing aids or J-hooks on any Poles without Licensor's prior written permission. Such permission shall not be unreasonably withheld.

III. FEES AND CHARGES

- A. [WIRELINE]. Annual Fee and Fee Adjustments. Licensee shall pay to Licensor an annual fee of \$16.50 per Pole. At the end of the first three (3) years of this Agreement, the rates shall increase by three (3) percent. At the end of the initial term of this Agreement, the rates for all extension terms shall be subject to negotiation. In the event that, during the term of this Agreement, state or federal law limits the annual fee that Licensor may charge for an Attachment to an amount lower than the then current annual fee, the rate shall be lowered to the legally permitted amount, notwithstanding any provision in the law that may grandfather existing contract rates.

- B. [WIRELESS]. Annual Fee and Fee Adjustments. Licensee shall pay to Licensor an annual fee of \$1,300.00 dollars per pole for any antennas attached to the pole (excluding strand mounted Wi-Fi), such rate effective upon signing this Agreement. On or about January 1 of each calendar year after the signing date of this Agreement, the annual rate shall increase by three percent (3%).
- C. Attachment fees shall be payable in advance on the first day of January, April, July, and October based upon the number of Attachments which are being maintained on the preceding first day of December, March, June and September respectively, and upon the then effective rental rate. The first payment of rental hereunder shall include such pro rata amount as may be due for use of Poles from the effective date hereof, which for rental payment calculation purposes shall be construed to mean that date upon which Licensee makes its first approved Attachment to a Licensor Pole.
- D. Licensor shall invoice Licensee for the payments quarterly. Licensee shall pay each undisputed invoice within forty-five (45) days after Licensee's receipt thereof. No refund of any Attachment Fee shall be paid on account of any surrender of a Permit or license granted hereunder that is surrendered as a result of violation of this Agreement. Pro-rata refunds of the applicable quarterly attachment fees shall be made for all other permits in proportion to the remaining number of days in the quarter.
- E. Late Charge. If Licensor does not receive any fee or other amount owed within forty-five (45) days after it becomes due, Licensee, upon receipt of ten (10) business day's written notice, shall accrue and pay interest to Licensor, at the rate of one and a half percent (1.5%) per month or statutory annual interest, whichever is less, on the amount due.
- F. Payment of Make-Ready Work. Licensee will be responsible for payment to Licensor of all Make-Ready Work required to accommodate Licensee's Communications Facilities.
- G. Advance Payment. At the reasonable discretion of Licensor and upon advance written notice to Licensee, Licensee shall pay in advance all reasonable costs, including but not limited to administrative, construction, inspections and Make-Ready Work expenses, in connection with the initial installation or Rearrangement of Licensee's Communications Facilities, except to the extent otherwise provided by this Agreement.
- H. Determination of Charges. Wherever this Agreement requires Licensee to pay for work done or contracted by Licensor, the charge for such work shall include all reasonable, actual material, labor, engineering and administrative costs and applicable overheads. Licensor shall bill its services based upon actual costs, and such costs will be determined in

accordance with Licensor's cost accounting systems used for recording capital and expense activities.

- I. Work Performed by Licensor. Wherever this Agreement requires Licensor to perform any Make-Ready Work, Licensee acknowledges and agrees that Licensor may at its reasonable discretion utilize its own employees or contractors, or any combination of the two to perform such Make-Ready Work.
- J. True Up. Wherever Licensor at its discretion requires advance payment of estimated expenses prior to the undertaking Make-Ready Work and the reasonable, actual cost of Make-Ready Work exceeds the estimated cost, Licensee agrees to pay Licensor for the difference in cost, provided that an invoice of estimated cost is submitted to Licensee sixty (60) days before advance payment is due. To the extent that the actual cost of the activity is less than the estimated cost, Licensor agrees to refund to Licensee the difference in cost.
- K. Default for Nonpayment. Nonpayment of any amount due under this Agreement beyond ninety (90) days shall constitute a default of this Agreement.
- L. Disputes. If Licensee believes in good faith that an invoice is incorrect, Licensee shall notify Licensor of the incorrect invoice. To protest an invoice, Licensee must give Licensor written notice of the nature of its protest no later than the due date for payment of the invoice together with copies of records and other documentation supporting its position. Any amount determined to be collected in error shall be credited to Licensee with interest at the rate of one and a half percent (1.5%) per month or statutory annual interest, whichever is less, on the amount due

IV. SPECIFICATIONS

- A. Installation/Maintenance of Communications Facilities. When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with Licensor's installation and maintenance requirements and specifications, which may be amended on a non-discriminatory basis from time to time upon thirty (30) days' prior notice, and may not run afoul to the terms of this agreement. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding the foregoing, Licensee shall not be required to retrofit any Attachments that were installed in compliance with the requirements and specifications at the

time of installation except to the extent required by the NESC, including NESC Rule 013B.

- B. Additional Attachments. Licensee shall not have the right to place any equipment in addition to that initially authorized by its Permit, nor shall Licensee change the position of any Attachment to any Pole without first making application for and receiving permission to do so, as prescribed herein.
- C. Installation of Attachments. Licensee's fiber and/or cable Attachments on each Pole shall be restricted to one foot of pole space in the Communication Zone, utilizing any pre-drilled holes or banding. Licensee **may not** create any new holes in a concrete pole or ductile iron pole without Licensor's approval. If Licensee fails to install its Attachment at the lowest permitted point of the Pole and if Licensor should require the Licensee to lower its facilities for Licensor needs, Licensor will not be required to reimburse the Licensee for its modification expense.
- D. Tagging of Attachments. Licensee shall, upon written notice from Licensor, commence Tagging or marking all its Communications Facilities so they can be easily identified from the ground and distinguished from other similar cables on the pole. Commencing on the effective date of this Agreement, all cables shall be marked at the time of installation and be secured so as to remain permanently affixed to the attaching company's cable. The tagging requirement shall apply immediately to all new Attachments that are made subsequent to the execution of this Agreement. All other existing Attachments not already tagged shall be tagged by Licensee whenever Licensee has reason, in the normal course of business, to complete work on such attachments.
- E. Interference. Licensee shall not allow its Communications Facilities to impair the ability of Licensor or any third party to use Licensor's Poles (provided that such third party's equipment was installed and in operation on the applicable Licensor's Pole prior to the issuance of the applicable Permit to Licensee), nor shall Licensee allow its Communications Facilities to interfere with the operation of any Licensor Facilities.
- F. Protective Equipment. Licensee, its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall at its own expense install protective devices designed to handle the voltage and current impressed on its Communications Facilities in the event of a contact with the supply conductor.
- G. Violation of Specifications. If Licensee's Communications Facilities, or any part thereof, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within forty five

(45) calendar days from receipt of written notice of the violation(s) from Licensor, Licensor may at its own option correct said conditions. Licensor will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Licensor reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of Licensor's service obligations, or pose an immediate threat to the physical integrity of Licensor OSP Facilities, after a good faith attempt to notify Licensee, unless Licensee can immediately remedy the violation, then Licensor may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, Licensor will advise Licensee of the work performed or the action taken. Licensee shall be responsible for paying Licensor for all costs Licensor incurred taking action under this subsection.

- H. Restoration of Licensor Service. Licensor's service restoration requirements shall take precedence over any and all work operations of Licensee on Licensor's Poles.
- I. Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to this Agreement and applicable Permit within the period prescribed and any extension thereof, Licensor may use the space scheduled for Licensee's Attachment, for its own needs or other Attaching Entities. In such instances, Licensor shall endeavor to make other space available to Licensee, upon reapplication for a Permit, as soon as reasonably possible.

V. PRIVATE AND REGULATORY COMPLIANCE

- A. Necessary Authorizations. Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain its Communications Facilities on public and/or private property before it occupies any portion of Licensor's Poles. Licensor retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee to the extent such authorizations are actually required or applicable. Licensee's obligations under this Article V include, but are not limited to, Licensor franchise agreements and/or registration requirements, Florida P.S.C. certification, its obligation to obtain all necessary approvals to occupy public/private rights-of-way and to pay all costs associated therewith. Licensee shall indemnify and hold harmless Licensor for all loss and expense, including reasonable attorneys' fees, that Licensor may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Licensor's Poles.

- B. Lawful Purpose and Use. Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable local, state and federal laws.
- C. Forfeiture of Licensor's Rights. No license granted under this Agreement shall extend to any Pole on or within which the Attachment of Licensee's Communications Facilities would result in a forfeiture of Licensor's rights. If Licensee's Communications Facilities would cause such forfeiture, Licensee shall promptly remove its Communications Facilities upon receipt of written notice from Licensor. Licensor will perform such removal at Licensee's expense after the expiration of sixty (60) calendar days from Licensee's receipt of the written notice.
- D. Effect of Consent to Construction/Maintenance. Consent by Licensor to the construction or maintenance of any Attachments of Licensee shall not be deemed to be an acknowledgment that Licensee has the necessary authority to construct or maintain any such Attachments. It is Licensee's responsibility to obtain all necessary approvals from all appropriate parties or agencies.
- E. Licensee Responsibility for Other Payments. Licensee shall be liable for and shall pay any and all taxes, assessments, and governmental charges of any kind whatsoever lawfully levied or assessed and attributable to Licensee's use of Licensor's OSP Facilities or any portion of them, or against Licensee's business with regard to operation or use of the Licensor OSP Facilities, including without limitation, all franchise and other fees due to any federal, state, county, city or other jurisdiction having the authority to levy any such charges (but excluding any fees based upon Licensor's income). Licensee shall pay, without apportionment, any taxes levied on it that are based on its business profits. In addition, Licensee shall pay, or as appropriate, reimburse Licensor, without apportionment, any *ad valorem* taxes, fees, assessments or other charges which are assessed against Licensor that arise from Licensee's use of Licensor OSP Facilities or any portion of them, and shall be responsible for any property use fees or consents required by virtue of Licensee's use of the Licensor OSP Facilities or any portion of them. Licensor shall pay any taxes, fees, or charges attributable to its ownership of Licensor OSP Facilities when such taxes, fees, or charges are not based on or imposed by virtue of Licensee's use of any such Facilities or Licensor's receipt of payments and/or fees from Licensee under this Agreement.

VI. APPLICATION FOR PERMIT PROCEDURES

- A. Permit Required. Licensee shall not install any Attachments on any Pole without first applying for ("Application") and obtaining a Permit pursuant to the applicable requirements of the Procedure. The rights to lease or occupy other Licensor OSP Facilities, including right of way, power supply space,

ducts or conduits, or transmission towers (except as specifically provided herein) are not covered by this Agreement and must be separately negotiated. Licensee shall notify Licensor on a quarterly basis, of all service drops made during the previous quarter.

- B. Permits for Third Party Overlashing. As set out in Article II, Paragraph L, Permits and a separate pole attachment agreement are required for any third party Overlashing.
- C. Pre-Permit Survey. As part of the Permit application process, the Licensee shall collect field data for, provide digital photographs of each Pole, perform pole loading calculations and submit them to Licensor with the permit Application. Each digital photograph shall be identified by address and street name. Pole loading calculations shall be performed for each height and class worst case pole (s) included in the permit survey.
- D. Certification of Use. Licensee must certify in its application that it will attach its Communications Facilities to the Poles within ninety (90) calendar days of the grant of Permit or such additional time as agreed to by the parties for minor system additions or upgrades. The time frame shall be extended to one hundred and twenty days (120) or such additional time as agreed to by the parties for major system upgrades or initial system build out occurring throughout Licensor's entire service territory. Licensee may apply at any time for an extension of the applicable attachment period which will at the discretion of Licensor be granted for a reasonable period of time upon a finding of good cause and that the grant of such extension does not materially prejudice any pending requests for Attachment(s).
- E. Licensor Review of Permit Application.
 - 1. Upon receipt of a properly executed Application, including certified Pre-Permit Survey, and the appropriate permit processing fee, Licensor will review the Permit Application as promptly as possible, and discuss any issues with Licensee, including unusual engineering or Make-Ready Work requirements associated with the Application. Licensor's acceptance of the submitted design documents does not relieve the professional engineer and Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Within forty five (45) days of Licensor's receipt of a properly executed application for permit, Licensor shall issue a response to Licensee granting, denying or seeking additional information on the permit. No Permit shall be granted in advance of Licensee obtaining all requisite federal, State and local authorizations.
 - 2. Licensor may enter into an agreement with a third-party contractor who shall pursuant to Applicable Standards receive permit information, coordinate issue and/or deny Permits, perform design

work and determine Make-Ready Work requirements on Licensor's behalf. Licensee agrees to pay all actual, reasonable costs and fees of such entity attributable to work on Licensee's Pole Attachments that exceeds the application fees. At Licensor's option and direction, such costs and fees may be payable by Licensee directly to the third-party contractor.

- F. Timing. Licensor, or its duly authorized agent, shall process Permits and establish Attachment rights on a non-discriminatory basis, based upon the time in which properly executed applications are received.
- G. Performance of Make-Ready Work. If Make-Ready Work is required to accommodate Licensee's Attachments, Licensor or its contractors shall perform such work to the extent such work does not require modification, transfer or removal of Licensee facilities. The Licensee has the option of hiring a Licensor approved contractor to perform the Make-Ready Work.
- H. Permit as Authorization to Attach. After receipt of payment for any necessary Make-Ready Work, Licensor will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s), provided, that Licensee has obtained all necessary federal, state and local authorizations.
- I. Failure to Construct. Absent circumstances beyond its control, if the Licensee fails to construct its facilities within ninety (90) calendars days of grant for minor system additions or upgrades and one hundred and twenty days (120) of grant for major system upgrades or initial system build out occurring throughout Licensor's entire service territory, all applicable Permits expire, unless waived or extended for good cause by Licensor. Upon expiration of a Permit, Licensee must resubmit all permit application materials and fees.

VII. MAKE-READY WORK/INSTALLATION

- A. Estimate for Make-Ready Work. In the event Licensor determines that it can accommodate Licensee's request for Attachment(s) it will upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment in a detailed, itemized estimate, on a pole by pole basis, at which point Licensee shall approve the work or withdraw its request for attachment.
- B. Payment of Make-Ready Work. Upon completion and presentation of a detailed, itemized invoice, Licensee shall pay Licensor's actual cost of Make-Ready Work required to accommodate a requested Licensee Attachment. Licensor at its discretion may require payment in advance based upon the estimated cost of Make-Ready Work.

Who May Perform Make-Ready Work. Make-Ready Work involving modification or removal of Licensor's facilities shall be performed only by Licensor or a contractor authorized by Licensor to perform such work. If Licensor cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within ninety (90) days of Licensee's request for Attachments, Licensee may employ a contractor, approved by Licensor, to perform such work. Notwithstanding the forgoing, in the event that required Make-ready involves ten (10) or fewer poles, and Licensor cannot perform the Make-ready Work to accommodate Licensee's Communications Facilities within thirty (30) days, Licensee may employ a contractor, approved by Licensor, to perform such work.

- C. Scheduling of Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, Licensor will include such work in its normal work schedule. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Licensor's normal work hours, Licensee agrees to pay any resulting increased costs presented in a detailed, itemized pole-by-pole invoice. Nothing herein is intended, however, to require performance of Licensee's work before other prior scheduled work.
- D. Written Approval of Installation Plans Required. Before commencing any installation of its Communications Facilities on Licensor's Poles, Licensee must obtain Licensor's written approval of Licensee's plans for installation; including the identity of any third party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of this Agreement.
- E. Licensee's Installation/Removal/Maintenance Work.
1. All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense unless otherwise provided in this Agreement, in a good and workmanlike manner, and must not adversely or materially affect the structural integrity of Licensor's Poles or Licensor OSP Facilities or any other facilities or equipment attached thereto.
 2. All of Licensee's installation, removal and maintenance work performed on Licensor's Poles or in the vicinity of other Licensor Facilities, either by its own employees or contractors, shall be in compliance with all applicable regulations specified in Article IV, Paragraph A. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is duly qualified and familiar with all Applicable Standards and the provisions of Article XIX.

VIII. TRANSFERS AND REARRANGEMENTS

- A. Required Transfers and Rearrangements of Licensee's Communications Facilities. If Licensor reasonably determines that a Transfer or Rearrangement of Licensee's Communications Facilities is necessary to accommodate Licensor's or a third party's needs, Licensee will perform such Transfer or Rearrangement within sixty (60) days after receiving notice from Licensor or such additional time as agreed to by the parties. Licensor or the responsible third party shall reimburse Licensee for cost of the transfer or rearrangement. If Licensee fails to Transfer or Rearrange its Communications Facilities within sixty (60) days after receiving such notice from Licensor or such additional time as agreed to by the parties, Licensor shall have the right to Transfer or Rearrange Licensee's Communications Facilities using its own personnel or Licensee's pre-approved contractors at Licensee's expense. Licensor shall not be liable for damage to Licensee's Facilities other than for Licensor's gross negligence or willful misconduct. Within 30 days of the execution of this Agreement, Licensee shall submit to Licensor a list of Licensee Approved Contractors who are qualified and available for Licensor to call upon. Licensee shall update such list quarterly.
- B. Billing for Transfers and Rearrangements Performed by Licensor. If Licensor performs the Transfer(s) or Rearrangement(s) at Licensee's request or because Licensee has failed to meet a timeframe imposed by this Agreement, Licensor will bill Licensee for its actual costs in a detailed, itemized invoice delineating costs on a pole-by—pole basis. Licensee shall reimburse Licensor undisputed amounts within sixty (60) days of the receipt of the invoice or within such additional time as agreed to by the parties.

IX. POLE MODIFICATIONS AND/OR REPLACEMENTS

- A. Licensee's Action Requiring Modification/Replacement. In the event that any Pole to which Licensee desires to make Attachments is unable to support or accommodate the additional facilities in accordance with all Applicable Specifications, Licensor will notify Licensee of the changes necessary to provide an NESC compliant Pole, including but not limited to replacement or extension of the Pole. Licensor generally shall not increase pole height to exceed fifty (50) feet. The Licensee shall be responsible for Licensor's costs, if any, to Rearrange or Transfer its existing Facilities necessary to accommodate Licensee's Attachment. Licensor shall provide Licensee a detailed, itemized estimate of the costs for the replacement or modification of the Pole. If Licensee elects to go forward with the necessary changes, Licensee shall pay to Licensor the actual cost of making the required changes. Licensor may in its discretion require advance payment.

- B. With respect to the replacement of any Poles required to accommodate Licensee's Attachment, Licensee agrees to reimburse Licensor for cost of replacing such inadequate Poles with suitable Poles, including the cost of removal less any salvage recovery and the expense of Transferring Licensor Facilities from the old to the new Poles. With respect to such replacement Pole(s), if said replacement is necessary to correct a then existing violation of Applicable Standard(s) or because the Pole is at the end of its useful life, such replacement shall not be charged to Licensee, unless such violation was caused by Licensee's prior existing Attachment.
- C. Licensee Reimbursement to Other Attachers for Make Ready. By entering this Agreement, the Licensee agrees to reimburse other pole attachers for relocation, removal and other Make-Ready Work expenses necessitated solely by Licensee's Attachment. The Licensee and other pole attachers shall mutually work out the payment terms and conditions with no action or involvement required by Licensor.
- D. Treatment of Multiple Requests for Same Pole. If Licensor receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) days of the initial request, and Licensor is willing to accommodate their respective requests but doing so would require modification or replacement of the Pole, Licensor will evenly allocate on a pro rata basis among such licensees the applicable costs associated with such modification or replacement.
- E. Strengthening/Guying. Licensee shall place guys and anchors to sustain any unbalanced loads caused by Licensee's attachments. Any strengthening of Poles through the use of guying to accommodate Licensee's Attachments shall be provided by and at the expense of Licensee and to the satisfaction of Licensor. Communications cables must be properly guyed and anchored before tensioning and if necessary the Licensee must install separate guying and anchoring devices to secure their cables.
- F. Grounding/Bonding. Licensee may bond its Attachments on Licensor Poles to the Vertical Ground Wire where the same exists. Under no condition will the Licensor Vertical Ground Wire be broken, cut, severed, or otherwise damaged by Licensee. The Licensee shall immediately repair any damage to the vertical grounds caused by the Licensee.
- G. Costs. The costs for any Rearrangement or Transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Licensor's cables or wires) shall be allocated to Licensor, Licensee or other Attaching Entity on the following basis:

1. The Licensee shall be responsible for the costs associated with the Rearrangement or Transfer of its Communications Facilities except to the extent such costs are reimbursed to Licensor or Licensee pursuant to state or federal laws or as set forth in G.(2) below. Prior to making any such modification or replacement Licensor shall provide Licensee prior written notification at least sixty (60) days in advance of its intent, in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Attachment. The notification requirement of this Paragraph shall not apply to routine maintenance or emergency situations.
2. If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by Licensor or an Attaching Entity other than Licensee, the Licensor or the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement. Licensee shall enter into a separate agreement with the third-party Attaching Entity to allocate Licensee's costs of Rearranging or Transferring its own facilities. Licensee reserves the right to require advance payment from another Attaching Entity for work that Licensee performs to accommodate any such modification or Pole replacement for such Attaching Entity.
3. The cost of adding or replacing Poles shall be paid for by the party requiring the work in accordance with the following formula:
 - A. = All labor charges to perform the work but not including work performed solely to benefit another entity attached to the pole.
 - B. = Cost difference in material between the Pole being removed and the actual Pole being installed based on current values.
 - C. = Salvage value of the replaced wood Pole (\$0.25 per foot when removed by Licensor crews).
 - D. = Cost to dispose of the Pole removed.
 - E. = Salvage value of the concrete Pole (100% current cost, if it's re-useable).
 - F. = Total cost of installing a similar Pole including a Pole ground (equipment or Pole), if one exists.For Pole additions, the formula shall be:

Wood or concrete Poles

Total charge = A + F

For Pole replacements, the formula shall be:

Wood or concrete Poles

Total charge = A + B + D - (C or E)

- H. No provision of this Agreement shall be construed to require Licensor to relocate its Attachments for the benefit of Licensee.

X. ABANDONMENT AND CHANGE-OUT

- A. Notice of Abandonment/ Change-Out/ Removal of Licensor Facilities. If Licensor desires at any time to abandon, replace, or relocate any Licensor Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect. Within sixty (60) days of receipt of said notice or such longer period mutually agreed to by the parties, Licensee shall remove and/or Transfer all of its Communications Facilities therefrom. Licensor shall reimburse Licensee for such removal and Transfer. Should Licensee not remove or Transfer its Communications Facilities within the prescribed time period or additional agreed to time, Licensor shall have the right, if necessary under applicable laws and regulations, to have Licensee's Communications Facilities removed and/or transferred from the Pole at Licensee's expense. Licensee shall indemnify and hold Licensor harmless for any such removal or Transfer of Licensee's Communications Facilities except to the extent any claim, action, loss, damage, injury, liability, cost or expense is caused by the sole negligence or willful misconduct of Licensor. Licensor shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.
- B. Required Removal of Licensor Facilities. Upon receipt of not less than forty-five (45) days' prior written notice from Licensor to Licensee that any Licensor Facilities must be removed by reason of any Federal, State, County, Municipal or other governmental requirement, or the requirement of a property owner, the license covering the use of said Licensor Facilities shall terminate and Licensee's Communications Facilities shall be removed promptly from the affected Licensor Facilities. Notwithstanding the foregoing, Licensee shall have a reasonable opportunity to pursue and exhaust its available legal and administrative remedies prior to termination of its Permit, provided, that no enforcement action is being taken or threatened against Licensor and no order has been issued directing Licensor to remove Licensee's facilities, and that Licensee agrees to indemnify and hold harmless Licensor for Licensee's continued attachment pending any such exhaustion of remedies. If Licensee fails to remove its Communications Facilities from such Licensor Facilities in accordance with

this paragraph, Licensor shall have the right, to remove such facilities at Licensee's expense.

- C. Removal on Expiration/Termination. At the expiration or other termination of this License Agreement or individual Permit(s), unless the parties are in good faith negotiations to renew the, or enter a new, pole attachment agreement, Licensee shall remove its Communications Facilities from the affected Poles at its own expense. If Licensee fails to remove such facilities within ninety (90) calendar days of written notice from Licensor of such expiration or termination or some greater period as allowed by Licensor, Licensor shall have the right to have such facilities removed, or, if necessary under applicable laws and regulations, have such facilities declared "abandoned" and remove such facilities at Licensee's expense. Licensee shall indemnify and hold Licensor harmless for any such removal or Transfer of Licensee's Communications Facilities except to the extent any claim, action, loss, damage, injury, liability, cost or expense is caused by the negligence or willful misconduct of Licensor.

XI. TERMINATION OF PERMIT

- A. Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole covered by the Permit. Notwithstanding the above, Licensee shall have a reasonable opportunity to pursue and exhaust its available legal and administrative remedies prior to termination of its Permit, provided, that no enforcement action is being taken or threatened against Licensor and no order has been issued directing Licensor to remove Licensee's facilities, and that Licensee agrees to indemnify and hold Licensor harmless for Licensee's continued Attachment pending any such exhaustion of remedies.
- B. Right to Cancel. Unless the length of time to make attachment under a Permit is extended for good cause, Licensor retains the right to cancel, with thirty (30) days written notice, any Attachment Permit not utilized by placement of Licensee's Communications Facilities therein within ninety (90) calendar days of Permit issue date for minor system additions or upgrades, and one hundred and twenty (120) calendar days for major system upgrades or initial system build out occurring throughout Licensor's entire service territory, unless an extension is granted.
- C. Surrender of Permit. Licensee may at any time surrender any Permit for Attachment and remove its Communications Facilities from the affected Pole(s) at its own expense. All such work is subject to the insurance requirements of Article XVIII. Licensee may obtain a pro rata refund of the applicable quarterly attachment fee in proportion to the remaining days in

the quarter. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from Licensor's Poles within forty five (45) days thereafter or if removal cannot be completed within forty five (45) days, such additional time as agreed to by the parties, Licensor shall have the right to remove Licensee's Attachments at Licensee's expense.

XII. INSPECTION OF LICENSEE'S FACILITIES

A. Initial Inventory, Inspection and Audit.

1. The Parties agree that the initial inventory of Licensee's Attachments to Licensor's poles is accurately depicted on Exhibit A.
2. The parties agree that Licensor shall conduct an audit of Licensee's Attachments within eighteen (18) months following the date of this Agreement pursuant to the Settlement Agreement between Licensor and Licensee, executed concurrently with this Agreement. Thereafter, Licensor may conduct an audit of Licensee Attachments every three (3) to five (5) years, with the reasonable cost of the audit of Licensee Attachments to be borne by Licensee. If the results of the pole audit show attachments to poles by Licensee not previously authorized by Licensor, such poles shall be added to the Inventory. The Licensor will have the right to require the Licensee to pay for Attachments to all such poles not previously authorized which have been added since the Initial Inventory.
3. Inspections. Licensor shall have the right at any time to make periodic inspections of Licensee's Communications Facilities, utilizing its own employees or contractors, and Licensee shall reimburse Licensor for the actual and reasonable expense of such inspections, but only for the costs of inspecting the poles on which Licensee is found to be in violation of any Applicable Standard.

B. Notice. Licensor will give Licensee reasonable advance written notice of such audits or inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.

C. No Liability. The making of any inspections under this Article XV, or the failure to do so, shall not operate to impose upon Licensor any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.

D. PSC Violations. Licensee agrees to correct any and all violations it causes as required by the Florida Public Service Commission ("PSC") within ten

(10) business days' notice from Licensor or such longer period as may be permitted by the PSC.

XIII. UNAUTHORIZED OCCUPANCY OR ACCESS

- A. Unauthorized Attachment Fee. Licensee agrees to pay Unauthorized Attachment fees for 448 Attachments in accordance with the Settlement Agreement executed concurrently with this Agreement. Notwithstanding such 448 Attachments, if any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued and remains in effect Licensor, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Attachment Fee, in lieu of back rent. The amount of such Unauthorized Attachment Fee shall be five times the Attachment Fee per occurrence. Licensee shall immediately submit a permit for any such attachment or in the event it causes a material safety violation (as determined by Licensor), shall immediately remedy such violation or remove at Licensee's own cost. In the event Licensee fails to remedy or remove its Unauthorized Attachments in accordance with this paragraph within ten (10) days of notification, Licensor may remove such Unauthorized Attachments at Licensee's expense. Licensee shall indemnify and hold Licensor harmless for such removal.
- B. No Ratification of Unlicensed Use. No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as ratification of the unlicensed use and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

XIV. ADVANCE PAYMENT

Licensor holds the right to require, at its sole discretion, for Licensee to furnish Advance Payment for each Attachment in the amount of the Annual Attachment Fee plus any estimated Make-Ready Work expenses, in accordance with the terms of this Agreement. Licensee holds the right to require, at its sole discretion, for Licensor or any third party attacher, to pay for any work performed by Licensee to accommodate the needs of Licensor or such third party.

XIV. LIABILITY AND INDEMNIFICATION

- A. Licensor Reservation. Licensor reserves to itself the right to maintain and operate its Poles in such manner as will best enable it to fulfill its own service requirements. Licensor shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall make an

immediate report to Licensee of the occurrence of any such damage caused by its employees, agents or contractors.

- B. Indemnification. Subject to the provisions of law including the limits included in Section 768.28, Florida Statutes, Licensee shall indemnify and hold harmless Licensor and its city commissioners, officers, employees, agents, successors and assigns against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels, directly or indirectly arising out of or related to Licensee's or its directors, officers, employees, agents, contractors, subcontractors, licensees or representatives, negligent acts and/or negligent omissions. Licensee's indemnification obligation to Licensor shall not be limited in any way by any limitation under workers compensation acts, disability benefits acts, or other employee benefits acts. Licensee shall also indemnify and hold harmless Licensor and its city commissioners, officers, employees, agents, successors and assigns against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels, claims made by the employees, consultants, contractors, subconsultants, and subcontractors of the Licensee against the Licensor arising out of or related to Licensee's or its directors, officers, employees, agents, contractors, subcontractors, licensees or representatives, negligent acts and/or negligent omissions.
- C. Waiver of Consequential Damages. Neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages (including but not limited to loss of profits, damages to business reputation, lost opportunity, or other remote items of damage) caused by the use of Licensor's poles hereunder.
- D. Liens. Licensee shall not allow any lien upon Licensor property, facilities or plant arising from any work performed, materials furnished or other obligations incurred by Licensee relating to this Agreement. Licensee shall comply with Chapter 255, Florida Statutes, and any other applicable laws and shall indemnify and hold Licensor harmless for any such claim or cause of action.
- E. Indemnification Shall Survive Termination. This indemnification shall be in addition to any other remedy available under this Agreement or at law or equity and shall survive the term of this Agreement executed pursuant hereto, with respect to any circumstance or event occurring before termination.
- F. Environmental Hazards. Licensee represents and warrants that its use of Licensor's Poles and Licensee's Communications Facilities attached to Licensor Poles will not constitute, contain or generate any hazardous substance, and that it will not store or dispose on or about Licensor's Poles

or transport to Licensor's Poles any hazardous substances in violation of state or federal law now or hereafter in effect including any amendments. "Hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined now or in the future by any federal, state, or local laws, regulations or rules as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance or other similar term.

- F. Sovereign Immunity. Nothing in this Agreement shall be interpreted as waiving or abrogating Licensor's or Licensee's right of sovereign immunity, pursuant to Section 768.28, Florida Statutes, or any successor statute. Nothing herein shall be construed as the parties' intention to be sued by third parties.

XV. DUTIES, RESPONSIBILITIES, AND EXCULPATION

- A. Duty to Inspect. Licensee acknowledges and agrees that Licensor does not warrant the condition or safety of Licensor's Poles, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect Licensor's Poles and/or premises surrounding the Poles, prior to commencing any work on Licensor's Poles or entering the premises surrounding the Poles.
- B. **DISCLAIMER. LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO LICENSOR'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- C. Licensee agrees to warn its employees, agents, contractors, and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Licensor are of high voltage electricity and to inform such persons as to safety and precautionary measures which he or she must use when working on or near Licensor poles and other facilities.
- D. Licensee shall ensure that its permanent or temporary employees and its contractor's/subcontractor's employees, working on Licensor owned Poles have received training in pole safety and are knowledgeable of the electrical hazards present as required by OSHA or other authority.
- E. Drug and Alcohol Free Workplace. The Licensor wants to ensure that all employees working on Licensor projects and facilities are fully able to do their job and are not impaired by drug or alcohol use – a major cause of work site accidents. Licensee shall provide, and shall also require that its contractor(s) and subcontractor(s) who work on Licensor structures provide,

pre-employment, random, and "for cause" testing (such as after an accident) for drugs and alcohol.

- H. Licensor representatives will periodically visit job sites to ensure safety programs are being followed. Licensor reserves the right to stop work relating to Licensor Poles where Licensee or its contractor or subcontractor's activities constitute an imminent danger to life or health. Licensor shall provide Licensee with a 24-hour number for technical assistance on safety related issues. Licensee shall provide Licensor with a 24-hour number of a designated safety representative who has the authority to correct unsafe conditions.
- I. Requests to De-energize. In the event Licensor de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Licensor in full for all costs and expenses incurred in order to comply with Licensee's request for de-energization of any equipment or line. Before Licensor de-energizes any equipment or line, it shall provide upon request an estimate of all costs and expenses to be incurred in accommodating Licensee's request
- J. Interruption of Service. In the event that Licensee shall cause an interruption of Licensor's service by damaging or interfering with any equipment of Licensor, Licensee at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting there from and shall notify Licensor immediately. In the event that Licensor shall cause an interruption of Licensee's service by damaging or interfering with any equipment of Licensee, Licensor at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting there from and shall notify Licensee immediately
- K. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to a force majeure event, including but not limited to, acts of civil or military authority, acts of courts and/or regulatory agencies, war, riot or insurrection, embargoes, sabotages, strikes or lockouts (provided such strike or lockout does not arise from inequitable labor practices), epidemics, fires, floods, earthquakes, tornadoes, hurricanes. In the event of any failure or delay resulting from such causes, upon notice to the other party within five (5) days of occurrence of the event giving rise to the delay or such additional time as agreed to by the parties, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays.

XVI. INSURANCE

- A. Coverage. Without limiting or otherwise altering its liability as stated elsewhere herein, Licensee agrees to provide and maintain in force, from companies authorized to do business in the State of Florida and rated A-, VII or better by AM Best, policies of insurance with minimum limits as follows:
1. Worker's Compensation and Employer's Liability insurance for all of Licensee's employees. Limit of insurance for Employer's Liability shall be a minimum of \$500,000 per occurrence.
 2. General Liability insurance for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 annual aggregate, combined single limit.
 3. Automobile Liability for bodily injury and property damage (covering owned, hired or non-owned vehicles) of \$1,000,000 each occurrence, combined single limit.
 4. Excess Liability insurance for bodily injury and property damage of \$8,000,000 each occurrence and annual aggregate, combined single limit. This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability. Overall limits of liability insurance may be met through any combination of primary and excess liability policies.
 5. Licensee shall specify Licensor as an additional insured for all required coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Licensor as required by state law and with respect to losses for which Licensee is responsible hereunder.
 6. Any contractor and subcontractor of Licensee, relating to this Agreement, shall procure and maintain insurance reasonably appropriate to the scope of such contractor's or subcontractor's work. Licensee shall obtain copies of contractors' and subcontractors' certificates of insurance prior to allowing contractors and subcontractors to perform any work and shall maintain such copies in its files, available for inspection by Licensor upon request.
- B. Certificate. Evidence of Licensee's insurance, showing that Licensee maintains the requisite insurance and that the policies were issued in accordance with the requirements hereof, shall be available for Licensor inspection at all times throughout the term of this Agreement at www.centurylink.com/moi. Policies shall provide for notice of cancellation in accordance with policy provisions.

- C. Limits. The limits of liability set out in this Section may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease Licensor's or Licensee's exposure to risk.
- D. Self-Insurance. Notwithstanding the foregoing, Licensee may self-insure the above required Workers Compensation coverage, upon presentation of a valid certificate of self-insurance from the State of Florida Department of Insurance or other evidence of self-insurance acceptable to Licensor.

XVII. AUTHORIZATION NOT EXCLUSIVE

Licensor shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use Licensor Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

XVII. ASSIGNMENT

Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of Licensor, which shall be not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Licensee shall have the right to assign this Agreement without consent to any Affiliate of Licensee.

XIX. FAILURE TO ENFORCE

Failure of Licensor or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

XX. TERMINATION OF AGREEMENT

- A. Licensor shall have the right to terminate this entire Agreement, or any Permit issued hereunder, in the event that Licensee fails to cure a default of any term or condition of this Agreement, including but not limited to the following circumstances:

1. Construction, operation or maintenance of Licensee's Communications Facilities in violation of law or in aid of any unlawful act or undertaking; or
 2. Construction, operation or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority, provided, however, Licensee shall have a reasonable opportunity to pursue and exhaust its available legal and administrative remedies prior to termination of its Permit, provided that no enforcement action is being taken or threatened against Licensor, and no order has been issued directing Licensor to remove Licensee's facilities and Licensee agrees to indemnify and hold harmless Licensor for Licensee's continued attachment pending any such exhaustion of remedies; or
 3. Construction, operation or maintenance of Licensee's Communications Facilities without the required insurance coverage.
- B. Licensor will notify Licensee in writing within ten (10) business days, or as soon as reasonably practicable, of any default(s). Licensee shall take immediate corrective action to eliminate any such condition(s) within thirty (30) business days after receipt of such notice, or if the default cannot reasonably be cured within thirty (30) business days after receipt of such notice and Licensee commences the cure and thereafter continuously and diligently pursues the cure to completion, or such longer period mutually agreed to by the parties, and shall confirm in writing to Licensor that the cited condition(s) has(have) ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and/or fails to give the required confirmation, Licensor may immediately terminate this Agreement or any Permit(s). In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensor may seek removal of Licensee's Communications Facilities pursuant to the terms of Article XI, provided, that Licensee shall be liable for and pay all fees and charges pursuant to terms of this Agreement to Licensor until Licensee's Communications Facilities are actually removed.

XXI. TERM OF AGREEMENT

- A. This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of eight (8) years. By mutual written agreement of the parties this Agreement may be extended for up to three (3) additional terms of five (5) years each, provided that; (i) Licensee is not in Default, (ii) Licensee has given Licensor sixty (60) days written notice prior to the end of the then current term of its desire to renew, and (iii) the parties agree to review the fees and charges payable hereunder at the end of the first eight

(8) years and each five (5) year period thereafter and adjust such fees and charges as necessary, in consideration of changed conditions affecting and affected by this Agreement. Such renewal fees shall be consistent with those charged by Licensor to other similarly situated attaching parties.

- B. Licensee's indemnity obligations shall survive the expiration or termination of this Agreement.

XXII. AMENDING AGREEMENT

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in a writing signed by an authorized representatives of both parties.

XXII. NOTICES

- A. Any notice, demand, consent, request or other communication required or permitted to be given under this Agreement shall be in writing and delivered by hand, or by registered or certified mail, return receipt requested and postage prepaid, or by nationally recognized over-night courier, and shall be considered effective upon receipt, at:

If to Licensor, at: City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

With copy to: City of Lake Worth Beach
Attn: City Attorney
7 N. Dixie Highway
Lake Worth Beach, FL 33460

And: City of Lake Worth Beach Electric Utility
Attn: Electric Utility Director
1900 2nd Avenue North
Lake Worth Beach, FL 33461

If to Licensee: Level 3 Communications
1025 Eldorado Boulevard, ROW
Broomfield, CO 80021

- B. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice.

XXIV. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for placement and maintenance of Licensee's Communications Facilities on Poles within the geographical operating area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

XXV. SEVERABILITY

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.

XXVI. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and federal law to the extent applicable. The venue of any legal action brought or filed relating to any matter arising under this Agreement shall be exclusively in the federal or state courts sitting in Palm Beach County, Florida, having jurisdiction over such legal action.

XXVII. INCORPORATION OF RECITALS AND APPENDICES

The Recitals, appendices to this Agreement, and applicable federal and state law at the time of this Agreement's adoption, are incorporated into and constitute part of this Agreement.

XXVIII. PERFORMANCE BONDS

In the event that Licensee fails to make payments when due, Licensee shall provide to Licensor a performance bond in the annual amount of Fifty Thousand Dollars (\$50,000) or letter of credit. The bond shall be with an entity and in a form acceptable to Licensor. The purpose of the bond or letter of credit is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any undisputed claims, liens, taxes, liquidated damages, penalties and fees due to Licensor which arise by reason of the construction, operation, maintenance or removal of Licensee's Communications Facilities on or about Licensor's Poles. The bond or letter of credit shall not act as a limitation on Licensee's liability to or indemnification of Licensor under this Agreement. The Party's may mutually agree to waive or amend this bond requirement.

XXIX. SCRUTINIZED COMPANIES CERTIFICATION

A. Licensee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Licensee or any of its subcontractors are found to have submitted a false certification; or if the Licensee or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Licensee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Licensee, or any of its subcontractors are found to have submitted a false certification; or if the Licensee or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Licensee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Licensee agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Licensee agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Licensee shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

XXX. JOINT PREPARATION.

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

XXXI. CONTINUING OBLIGATION.

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to the indemnification requirements, shall survive the Agreement's expiration or termination.

XXXII. NO THIRD PARTY BENEFICIARIES.

No provision of this Agreement is intended to or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including without limitation, any citizen, resident, official, employee or volunteer of either party.

XXXIII. PALM BEACH COUNTY IG.

In accordance with Palm Beach County ordinance number 2011-009, the parties acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General.

XXXIV. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

XXXV. E-VERIFY.

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Licensee shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Licensor upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the Licensor terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Licensee may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Licensor as a result of the termination of the Agreement.

XXXVI. PUBLIC RECORDS.

Licensee acknowledges that this Agreement and related records will be subject to Florida's Public Records Act, Chapter 119, Florida Statutes. If Licensee believes any records it submits to the Licensor are exempt from public disclosure under the Act, Licensee must take appropriate protective measures consistent with the Act. Failure to do so may waive any applicable exemptions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Pole Attachment Agreement and as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Deborah M. Andrea, City Clerk

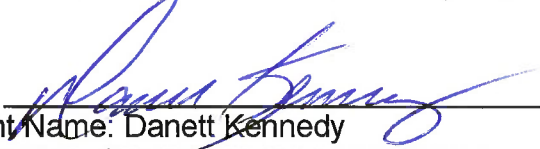
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

Licensee: Level 3 Communications, LLC

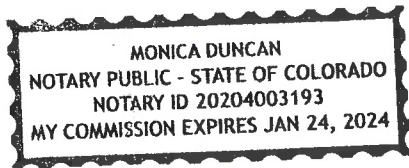
By: 
Print Name: Danett Kennedy
Print Title: Senior Manager, NIS /ROW

[Corporate Seal]

STATE OF Colorado)
COUNTY OF Broomfield)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 22 day of November, 2021, by D. Kennedy, as the Sr. Manager [title] of Level 3 Communications, a limited liability company authorized to do business in Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Licensee to the same.


Notary Public Signature
Notary Seal:



City of Lake Worth Beach 2018 Pole Attachment Audit Results

	A	B	C	D	E	F	H	I	S	T	U	
1	OBJECTID	Shape #	Owner	FuturaGUID	Attachment	VISITED	COMCAST	LEVEL3	STATUS	Comments	Picture_Nu	
30	29	Point	LWU	{DD19FB2F-2938-4576-94FF-1A80EA8FA397}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 29
31	30	Point	LWU	{12DB0211-0F97-4834-96A8-FFD78D6D83E5}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 30
32	31	Point	LWU	{70DE0C40-C9D8-4205-8CDA-0D7C236F7064}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 31
42	41	Point	LWU	{F103928C-42E8-4E7F-83D1-0DE75B2E18FB}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 41
57	56	Point	LWU	{48B5E5D-EA4F-42CD-AE53-C847C0343319}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 56
159	158	Point	LWU	{753D6F5D-E4DC-41AC-9C63-3BDCA5F2054E}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 158
208	207	Point	LWU	{ABEE03EE-418C-483E-9B67-7D3BDB170998}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 207
210	209	Point	LWU	{3036180F-15B3-4600-84FB-186554EA45F1}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 209
212	211	Point	LWU	{88A02EC7-7EDA-42EE-93A3-5A9633047ADF}		2	Y	1	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 211
240	239	Point	LWU	{9E83951D-E6E9-403E-8629-6CCAD4323183}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 239
241	240	Point	LWU	{F57DACC1-A657-4816-99D9-6A2BC7654546}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 240
242	241	Point	LWU	{A4C62A6E-BAB1-4610-A0AD-FOFE065F586}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 241
250	249	Point	LWU	{5EB99F9A-156D-4C65-A786-DB5D3FF3C7CF}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 249
255	254	Point	LWU	{0C60B501-9AF2-44D2-8338-C9A36E9E83E}		4	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 254
256	255	Point	LWU	{5DB2D33F-4D1D-45CC-8E58-6B379DD00C5D}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 255
259	258	Point	LWU	{85F6663A-8BD5-4633-84E1-5D146E94F9CA}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 258
260	259	Point	LWU	{708CA761-7321-4420-AD98-0E57D71332BD}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 259
261	260	Point	LWU	{81D923A9-16F8-40C1-8075-C43E87E88880}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 260
263	262	Point	LWU	{348A46EA-100E-46E1-960F-D572BA3D210D}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 262
267	266	Point	LWU	{15D5AE30-932A-4155-A039-93DF5156E4EF}		4	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 266
446	445	Point	LWU	{69D94B03-645F-4968-A584-CC189679A22F}		1	Y	0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 445
447	446	Point	LWU	{318B9096-696C-4E1A-83BE-F7748C6B1678}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 446
448	447	Point	LWU	{A12694DF-35C6-4DA1-923E-542F4E00FFEC}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 447
801	800	Point	LWU	{CADEBCF6-89E3-4E32-8C94-0D161C81E020}		1	Y	0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 803
1125	1124	Point	LWU	{8613EABD-AAE1-4A0E-97F4-562D7A98691F}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1139
1126	1125	Point	LWU	{3104B604-901E-4288-8126-6A95668CD782}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1140
1127	1126	Point	LWU	{9556F88C-2FDE-44A0-A05E-E0AF4C8E9177}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1141
1128	1127	Point	LWU	{2CCA47D5-5626-4789-8773-883A15232B81}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1142
1129	1128	Point	LWU	{E0DD1561-8DE1-47F6-82D4-6C913A47038C}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1143
1217	1216	Point	LWU	{83E48958-98E1-4B35-9E6E-2AD7E18B4FC4}		2	Y	0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1231
1223	1222	Point	LWU	{8A0460AE-F295-4A7D-82F8-79C558E9B404}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1237
1224	1223	Point	LWU	{1154CCAD-635E-44E6-9DC4-8DEABD17516B}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1238
1225	1224	Point	LWU	{19862D81-7732-49D0-A93C-06C5980D0FB0}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1239
1226	1225	Point	LWU	{766850EF-1A45-490B-8A3B-85238958A1D9}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1240
1227	1226	Point	LWU	{3A867D5D-1E84-4407-BBE9-7700306FD8D5}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1241
1228	1227	Point	LWU	{CD1CC95C-10FB-46E7-ADF3-F8B9574EBA0E}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1242
1258	1257	Point	LWU	{D18AE5EE-3821-4166-A5F5-238DEE5AE3F}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1272
1259	1258	Point	LWU	{8D501837-B98F-4DD5-8D08-14C00DC8468F}		0	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1273
1277	1276	Point	LWU	{951C02AD-C4EC-4CA8-A8A9-50B1DD839668}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1291
1281	1280	Point	LWU	{EEEEBE98-83D2-40A5-B54D-6DE1FE292D3D}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1295
1282	1281	Point	LWU	{809A85FB-5089-48B5-AC38-190ABE0E140E}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1296
1283	1282	Point	LWU	{F4755E06-AFEF-4C1A-8913-519D7CAE1C64}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1297
1284	1283	Point	LWU	{A7AC06FE-3C50-41DD-88AC-86DD6C5565CF}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1298
1711	1710	Point	LWU	{6143C85-8B86-421A-94F8-0E96939F73EC}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1726
1895	1894	Point	LWU	{46876AEF-B3C0-44D0-850D-E9E5A1CE4F3E}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1912
1896	1895	Point	LWU	{A22AC43C-04E4-401C-99DC-EB4EC44F6A66}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1913
1904	1903	Point	LWU	{F70C41DA-2A93-41EF-A27C-230AD176E984}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1921
1905	1904	Point	LWU	{079F1D5C-1689-4516-9620-392967A44A0E}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1922
1910	1909	Point	LWU	{8DF46E97-F627-420D-99A4-B17821FB81ED}		4	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1927
1917	1916	Point	LWU	{AF77401D-1050-4E64-885C-8D2EBF240F40}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1934
1918	1917	Point	LWU	{5DEA0A37-EA0B-4B8A-BD88-E88B2E081C76}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1935
1920	1919	Point	LWU	{D5A7F95F-1FBD-4871-84FF-1948C30A5B9E}		4	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1937
1921	1920	Point	LWU	{8BC30173-0472-4DE7-8BA1-5132FBEAFA24}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1938
1922	1921	Point	LWU	{2D72D413-9175-41C8-AFCA-F9821D7F88DF}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 1939
2099	2098	Point				2	Y	1	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2116
2100	2099	Point				2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2117
2101	2100	Point				2	Y	1	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2118
2102	2101	Point				2	Y	0	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2119
2103	2102	Point				2	Y	1	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2120
2104	2103	Point				1	Y	0	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2121
2105	2104	Point				1	Y	0	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2123
2106	2105	Point				2	Y	1	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2124
2109	2108	Point				3	Y	1	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2127
2110	2109	Point				3	Y	1	1	NEW POLE NOT IN	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z1 2128
2235	2234	Point	LWU	{0988ABFC-AA37-414F-B174-F264D8428984}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 99
2434	2433	Point	LWU	{90889795-55AE-4390-8DE9-40CE9A38D0B3}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 298
2436	2435	Point	LWU	{6D7E116F-939E-4918-B19A-D745DC8E110}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 300
3179	3178	Point	LWU	{02731FB1-AB3E-4A4B-8F7C-8E6446DCB3E8}		2	Y	0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1043
3180	3179	Point	LWU	{E4A7C8CF-3887-45E5-8BC3-8766F5797337}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1044
3182	3181	Point	LWU	{86C2ECFB-1496-42B3-B156-8991365F8E55}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1046
3184	3183	Point	LWU	{F629F37E-8F79-4C43-B518-DB0D17E677A9}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1048
3186	3185	Point	LWU	{78C2937D-2DF8-4BA0-97EF-CA1C1F270F7D}		2	Y	0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1050
3189	3188	Point	LWU	{4C0A584F-725D-41A7-80E0-3C55E0F0D166}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1053
3394	3393	Point	LWU	{A22C3F90-3C18-454E-87A3-508C7F0687C1}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1258
3395	3394	Point	LWU	{AE05BDE1-8AE1-4F8B-BEFF-1AC4AE903A9F}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1259
3396	3395	Point	LWU	{7B283551-E2DB-4354-A409-99198F1172FA}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1260
3397	3396	Point	LWU	{E67986CE-ACF7-4C72-8A9D-BC511330307E}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1261
3406	3405	Point	LWU	{47F07B4C-B696-493C-9042-F49998CD732E}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1270
3407	3406	Point	LWU	{53B8237E-9019-42EA-9B48-871C1AF83F45}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1271
3408	3407	Point	LWU	{5C39CB57-1907-4D3D-83F5-953E232E76A4}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1272
3410	3409	Point	LWU	{777D69AF-3E5C-466D-8A54-8AB1DCDBF062}		2	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1274
3411	3410	Point	LWU	{48DE509D-DB0A-403C-9E18-881C3F7F7011}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1275
3416	3415	Point	LWU	{E2B3667D-7EC1-4E93-ADFA-1D44F6841887}		3	Y	1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1280

City of Lake Worth Beach 2018 Pole Attachment Audit Results

	A	B	C	D	E	F	H	I	S	T	U	
1	OBJECTID	Shape *	Owner	FuturaGUID	Attachment	VISITED	COMCAST	LEVEL3	STATUS	Comments	Picture_Nu	
3417	3416	Point	LWU	{618DF12A-883A-48B7-A816-46306F9C5C80}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1281
3419	3418	Point	LWU	{02B69C52-5D3D-447B-886B-726FA4AFE3EA}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1283
3423	3422	Point	LWU	{2A69D755-6442-426E-BA58-927164DEB8C4D}		2 Y		0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1287
3424	3423	Point	LWU	{F0710E8D-35BF-44BE-963C-BCCE51E4396F}		1 Y		0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1288
3426	3425	Point	LWU	{13B8C940-4699-4A86-85A3-A094266C3050}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1290
3427	3426	Point	LWU	{8D238FC6-F4ED-4B4E-936A-B2A799FF8272}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1291
3429	3428	Point	LWU	{C561A908-7497-4598-896E-D983F499B304}		2 Y		0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1293
3430	3429	Point	LWU	{3D7F513C-ADDB-48DF-BDCC-2419F3EA8D19}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1294
3446	3445	Point	LWU	{D2342536-A24E-4BA1-BEEB-814AA32D462C}		2 Y		0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1310
3447	3446	Point	LWU	{C1F65A89-8164-4CDE-8771-876E3B2A7129}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1311
3448	3447	Point	LWU	{71FF8D04-EE40-459E-BFAA-491D9EFD16E1}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1312
3449	3448	Point	LWU	{62F7F90A-E26F-42D5-80E7-D920BF03B22E}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1313
3450	3449	Point	LWU	{353D828E-766D-4EB1-861F-393ED9E93CCD}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1314
3451	3450	Point	LWU	{8C831656-ED94-42F7-8ACD-C1B41768468C}		2 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1315
3470	3469	Point	LWU	{CDBED635-E52E-4B29-886E-24F8E7FFD528}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1334
3471	3470	Point	LWU	{6B873059-3069-4E20-897B-15CEBC68B8EA}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1335
3472	3471	Point	LWU	{2F3F37F2-8BAC-4569-B43F-7F7D1A3A56A4}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1336
3473	3472	Point	LWU	{46B35333-0573-48FD-BF44-F7E0BCD2707F}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1337
3537	3536	Point	LWU	{ACEA1E77-ED6E-453C-89CA-797BBA5A1FCB}		2 Y		0	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1401
3573	3572	Point	LWU	{396F1DFD-3B15-4941-A162-ABA18D842C0C}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1437
3574	3573	Point	LWU	{C6C98234-2B68-4671-A512-70F7D25632E8}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1438
3575	3574	Point	LWU	{0CC18FC5-2C27-47D3-8A2C-44BF8571947F}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1439
3576	3575	Point	LWU	{FA389823-EAEC-4E01-B90D-AE8B2708E0A0}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1440
3577	3576	Point	LWU	{86A94B32-045D-45BC-8BF1-813622B0058A}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1441
3578	3577	Point	LWU	{DCF306B1-CD2F-4235-9837-97EDB4703AF2}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1442
3579	3578	Point	LWU	{8ABA8A88-516E-4994-A0FF-DE696998C82A}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1443
3580	3579	Point	LWU	{42796A49-D6D3-41CD-9A51-5769D18654D5}		2 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1444
3582	3581	Point	LWU	{4D0E8A10-AB32-4DC6-8314-BCCE0A59C177}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1446
3588	3587	Point	LWU	{D34C98AD-2F76-4353-8AB1-403CA332706}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1452
3590	3589	Point	LWU	{4A03A06B-8618-4784-A395-920D3714787B}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1454
3620	3619	Point	LWU	{D362921A-1FEA-4522-8100-B44077331C44}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1484
3621	3620	Point	LWU	{83E1772C-CF93-40F4-A53A-9AF490381D14}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1485
3622	3621	Point	LWU	{D49D3B9B-2F09-4A81-A09E-529E40143520}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1486
3623	3622	Point	LWU	{95C3E62-0802-4741-824E-8762F2D42FBC}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1487
3624	3623	Point	LWU	{ACC660CD-1DA5-4164-B325-DADC54087990}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1488
3663	3662	Point	LWU	{FDE62709-C072-405F-973A-15AC6084D7FA}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1527
3665	3664	Point	LWU	{30B35ACF-BB10-4A1A-A344-AF843D613275}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1529
3666	3665	Point	LWU	{C1F5BDC6-DA1F-46CF-A66C-FB4BD2B08554}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1530
3667	3666	Point	LWU	{EF96E6BC-D058-4FEE-AEB2-BED8D500DDF0}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1531
3668	3667	Point	LWU	{FEE024AA-6F09-422F-B927-CFEC8391400B}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1532
3669	3668	Point	LWU	{0C69948E-A50D-47C5-9EB6-5C7A9C0DE8E3}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1533
3670	3669	Point	LWU	{C8348E6D-6946-4B00-8128-EC17845C75E7}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1534
3711	3710	Point	LWU	{B9F17478-C209-4DB5-94EE-54033AF496A4}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1575
3712	3711	Point	LWU	{3DBCB1DE-4FPD-4E3F-A640-0AD5D315AF7F}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1576
3713	3712	Point	LWU	{D1C1C8A6-B8C5-47CE-AD1F-64B44FD88B6E}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1577
3714	3713	Point	LWU	{A9F08D4A-AD8C-4513-88F5-1F3023DFB042}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1578
3715	3714	Point	LWU	{921B73DA-9A3F-4483-87CD-AC381E9DBE75E}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1579
3716	3715	Point	LWU	{64770144-B6F6-483C-81D3-17ABD9C15ACB}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1580
3717	3716	Point	LWU	{3FC62F51-FB15-4983-806D-166576BA48DE}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1581
3718	3717	Point	LWU	{18197048-52BE-4D35-88A8-C3CD316F7FAB}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1582
3719	3718	Point	LWU	{E0643578-75F4-4B93-AEDB-745E022F7A81}		2 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1583
3722	3721	Point	LWU	{992E7D1A-A064-461A-9D48-D66545B95A01}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1586
3723	3722	Point	LWU	{77C8D910-8248-AF89-A264-8156F78B4843}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1587
3724	3723	Point	LWU	{161E15FD-01E6-4AF4-A1F6-B3C6D27A3DA4}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1588
3725	3724	Point	LWU	{562E8A99-CE7E-463B-A9B9-DF3E4F5FB88}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1589
3748	3747	Point	LWU	{38C42469-8B3D-465C-8D66-FAE42DF5FC92}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1612
3749	3748	Point	LWU	{12EB4716-C305-4943-A302-A77F649CC831}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 1613
4160	4159	Point	LWU	{09F43301-A3A6-4349-ABDA-2AE4106650C3}		3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2024
4310	4309	Point				1 Y		0	1	NEW POLE NOT IN U	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2176
4311	4310	Point				2 Y		1	1	NEW POLE NOT IN U	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2177
4312	4311	Point				2 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2178
4313	4312	Point				3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2179
4314	4313	Point				2 Y		1	1	NEW POLE NOT IN U	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2180
4369	4368	Point				2 Y		1	1	NEW POLE NOT IN U	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2236
4370	4369	Point				3 Y		1	1	EXISTING POLE	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2237
4371	4370	Point				2 Y		0	1	NEW POLE NOT IN U	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2238
4372	4371	Point				3 Y		1	1	NEW POLE NOT IN U	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2239
4373	4372	Point				2 Y		1	1	NEW POLE NOT IN U	LEVEL 3 SINGLE ATTACHMENT- 3 STRANDS	Z2 2240
4408	4407	Point	LWU	{C4151063-6D5A-4EC9-9928-BA054098FA57}		3 Y		1	1	EXISTING POLE		Z3 5
4409	4408	Point	LWU	{717E4AF2-620B-4EBC-AB75-D541D2E60FAB}		3 Y		1	1	EXISTING POLE		Z3 6
4410	4409	Point	LWU	{BF668A46-1EA9-4904-99E8-1432C784D07C}		3 Y		1	1	EXISTING POLE		Z3 7
4411	4410	Point	LWU	{47B9B3F7-D12B-4DEE-AF82-FA22F91A50A0}		3 Y		1	1	EXISTING POLE		Z3 8
4503	4502	Point	LWU	{C6C19EDB-D9C8-4369-89DE-863054BCA11F}		4 Y		1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z3 100
4504	4503	Point	LWU	{42154334-792D-401B-BD5A-283F909811EE}		3 Y		1	1	EXISTING POLE		Z3 101
4505	4504	Point	LWU	{B9FE90AA-C736-4575-BFD7-C951F391F3A6}		3 Y		1	1	EXISTING POLE		Z3 102
4516	4515	Point	LWU	{C2880F96-0338-472C-80E9-CCD2CB4E2E51}		1 Y		0	1	EXISTING POLE		Z3 113
4517	4516	Point	LWU	{FF06FE87-77B5-4AC5-9D81-558D5EA98E3}		3 Y		1	1	EXISTING POLE		Z3 114
4518	4517	Point	LWU	{8D08547B-69B5-4945-91D1-A7174DFE9755}		3 Y		1	1	EXISTING POLE		Z3 115
4519	4518	Point	LWU	{6DC0D750-1842-43A0-82FC-3E797CE499D}		3 Y		1	1	EXISTING POLE		Z3 116
4520	4519	Point	LWU	{9BAD6F59-8008-48F5-92F1-8706CBC07286}		3 Y		1	1	EXISTING POLE		Z3 117
4612	4611	Point	LWU	{4116323D-C72F-4D58-9AA0-A2E511F83CDB}		2 Y		1	1	EXISTING POLE		Z3 209
4613	4612	Point	LWU	{D94E8A0A-73C9-405E-8470-32BA933C6E3}		2 Y		1	1	EXISTING POLE		Z3 210
4614	4613	Point	LWU	{666A5B80-0951-4FC2-9388-684C2507869A}		3 Y		1	1	EXISTING POLE		Z3 211

City of Lake Worth Beach 2018 Pole Attachment Audit Results

1	A	B	C	D	E	F	H	I	S	T	U
OBJECTID	Shape #	Owner	FuturaGUID	Attachment	VISITED	COMCAST	LEVEL3	STATUS	Comments	Picture_Nu	
4618	4617	Point	LWU	{12B538B4-46CA-4299-8D8E-A4BCCDABD783}		3	Y	1	1	EXISTING POLE	Z3 215
4621	4620	Point	LWU	{28853BD6-EBF5-4884-92B9-5089C572734A}		1	Y	0	1	EXISTING POLE	Z3 218
4623	4622	Point	LWU	{5EC0EF2C-BE7B-44D7-8FF8-82ABA6D8E618}		3	Y	1	1	EXISTING POLE	Z3 220
4624	4623	Point	LWU	{7D3A1669-68AD-4596-AE5E-EADE77C092D7}		3	Y	1	1	EXISTING POLE	Z3 221
4625	4624	Point	LWU	{6AC1E6BA-3D22-493A-A6F9-FD1D66EA00DE}		3	Y	1	1	EXISTING POLE	Z3 222
4626	4625	Point	LWU	{63D9C781-78A9-45E6-98DE-983AF1791A5E}		3	Y	1	1	EXISTING POLE	Z3 223
4627	4626	Point	LWU	{26156A57-A98E-43C6-B9B0-89AB8662DF15}		3	Y	1	1	EXISTING POLE	Z3 224
4628	4627	Point	LWU	{A922D734-085E-4A83-94D0-12B619BA65E8}		3	Y	1	1	EXISTING POLE	Z3 225
4629	4628	Point	LWU	{4EA1216E-8268-4FE6-88BF-460D50A65D8B}		3	Y	1	1	EXISTING POLE	Z3 226
4670	4669	Point	LWU	{A51ED4D7-1C40-4D88-91A2-4251A15B7AB2}		2	Y	1	1	EXISTING POLE	Z3 268
4676	4675	Point	LWU	{8A302D35-8562-4773-B630-84ABA90B9E4F}		3	Y	1	1	EXISTING POLE	Z3 274
4677	4676	Point	LWU	{65B27C6D-1DD4-4EFD-A70B-19307422ED14}		3	Y	1	1	EXISTING POLE	Z3 275
4678	4677	Point	LWU	{19C41AE1-B504-4581-83EA-7D272EC88D6E}		3	Y	1	1	EXISTING POLE	Z3 276
4680	4679	Point	LWU	{1D2565BA-BFD9-4AF5-983F-E626A67A7828}		3	Y	1	1	EXISTING POLE	Z3 278
4684	4683	Point	LWU	{98EAB147-C366-46CB-A477-D7A91C9E8CE7}		3	Y	1	1	EXISTING POLE	Z3 282
4837	4836	Point	LWU	{80470E20-93AA-4ED9-AC77-A5BFBBC248FF}		2	Y	1	1	EXISTING POLE	Z3 435
4839	4838	Point	LWU	{5343B8C2-3BA0-4D90-9275-10FB57BFC96}		3	Y	1	1	EXISTING POLE	Z3 437
4840	4839	Point	LWU	{601713D2-F5C4-4198-A87F-6F1974D4C576}		3	Y	1	1	EXISTING POLE	Z3 438
4841	4840	Point	LWU	{864D89E0-6265-40A4-8424-0F69979CA8E3}		2	Y	0	1	EXISTING POLE	Z3 439
4842	4841	Point	LWU	{782A6E4-599C-4232-887A-496F1A322F58}		3	Y	1	1	EXISTING POLE	Z3 440
4844	4843	Point	LWU	{ADB45827-A933-48F8-9896-83F2067E0625}		2	Y	1	1	EXISTING POLE	Z3 442
4845	4844	Point	LWU	{A3F1F54E-EA8D-40CE-A718-ACDE47BD88E6}		2	Y	1	1	EXISTING POLE	Z3 443
4848	4847	Point	LWU	{36C4C23F-D52E-4FBB-BD80-293ABDC5164}		3	Y	1	1	EXISTING POLE	Z3 446
4849	4848	Point	LWU	{A8E491FA-B498-4B80-9F37-B706252E811}		3	Y	1	1	EXISTING POLE	Z3 447
4853	4852	Point	LWU	{0C4E02D-035E-439D-825B-B88AD4C1A669}		3	Y	1	1	EXISTING POLE	Z3 451
5320	5319	Point	LWU	{C131B2F0-C1B1-4701-BE55-9D73E0A87A9F}		3	Y	1	1	EXISTING POLE	Z3 918
5321	5320	Point	LWU	{7759637F-0946-4EB8-9D88-D6FE6609AD52}		3	Y	1	1	EXISTING POLE	Z3 919
5322	5321	Point	LWU	{8E033308-B29F-4885-9658-F432FF581C2B}		3	Y	1	1	EXISTING POLE	Z3 920
5323	5322	Point	LWU	{DACC5E0B-7B06-4D3F-83AD-A5B410CEAE32}		3	Y	1	1	EXISTING POLE	Z3 921
5324	5323	Point	LWU	{739695B7-6D49-4853-BDEF-42AE26A16696}		3	Y	1	1	EXISTING POLE	Z3 922
5325	5324	Point	LWU	{C4797835-9311-47EE-A5FE-3486C688A55F}		3	Y	1	1	EXISTING POLE	Z3 923
5327	5326	Point	LWU	{F8771580-91E5-4811-89F2-1FC187144377}		2	Y	1	1	EXISTING POLE	Z3 925
5328	5327	Point	LWU	{2851C042-162B-4477-AEEB-B265A4AABE6E}		3	Y	1	1	EXISTING POLE	Z3 926
5330	5329	Point	LWU	{3AD1A740-CC3D-471D-B92E-F55DBFCFEF1B}		3	Y	1	1	EXISTING POLE	Z3 928
5331	5330	Point	LWU	{E7B186B8-A1F8-4E2D-92A4-F0848D2AD683}		3	Y	1	1	EXISTING POLE	Z3 929
5332	5331	Point	LWU	{5A75C160-5A89-4BE3-9530-D1F781C9BD2B}		3	Y	1	1	EXISTING POLE	Z3 930
5333	5332	Point	LWU	{55F674F7-2F51-4780-825B-1882E73B3BC}		3	Y	1	1	EXISTING POLE	Z3 931
5334	5333	Point	LWU	{A782487E-8BBA-4738-90E4-DE2B584DC150}		2	Y	1	1	EXISTING POLE	Z3 932
5335	5334	Point	LWU	{1764DB79-2E05-4F2E-AB88-C008035A5480}		3	Y	1	1	EXISTING POLE	Z3 933
5336	5335	Point	LWU	{6DE921A6-D4F9-4E25-A235-D823E2849E37}		3	Y	1	1	EXISTING POLE	Z3 934
5337	5336	Point	LWU	{84DA5C17-CF6A-4558-ADDA-A5671C656B80}		3	Y	1	1	EXISTING POLE	Z3 935
5464	5463	Point	LWU	{11D0D056-8CFA-458A-BA97-16800A9DFCF6}		2	Y	1	1	EXISTING POLE	Z3 1062
5465	5464	Point	LWU	{78BCAD4C-9C6A-4B23-84DC-E5E758417FAB}		1	Y	0	1	EXISTING POLE	Z3 1063
5466	5465	Point	LWU	{3787097E-9D4C-47F7-AC44-E64E2E462FF9}		3	Y	1	1	EXISTING POLE	Z3 1064
5467	5466	Point	LWU	{4C9BBE41-E5C7-4154-988A-D8F355735E30}		3	Y	1	1	EXISTING POLE	Z3 1065
5468	5467	Point	LWU	{B298B07E-E88C-4A79-AC5A-9F88C8F2AE38}		2	Y	1	1	EXISTING POLE	Z3 1066
5469	5468	Point	LWU	{B7AF07A6-C783-429A-8B96-7B73FC529C83}		3	Y	1	1	EXISTING POLE	Z3 1067
5479	5478	Point	LWU	{37858C86-1AD5-41C7-97E4-BA14717EAE34}		3	Y	1	1	EXISTING POLE	Z3 1077
5485	5484	Point	LWU	{4A61F4EF-9C42-41D1-91C7-FC0E54F4F083}		3	Y	1	1	EXISTING POLE	Z3 1083
5486	5485	Point	LWU	{14E78111-5174-48C1-8684-7B69D44E8E34}		3	Y	1	1	EXISTING POLE	Z3 1084
5487	5486	Point	LWU	{4F04AA25-BA76-453A-9EDD-32DCBE996E9E}		2	Y	1	1	EXISTING POLE	Z3 1085
5504	5503	Point	LWU	{44CA56AD-EA99-470F-BF7A-0112A391966A}		3	Y	1	1	EXISTING POLE	Z3 1102
5505	5504	Point	LWU	{9339FCF1-E718-4330-9197-6574A63B73A6}		3	Y	1	1	EXISTING POLE	Z3 1103
5506	5505	Point	LWU	{44BC258A-7FCF-4CF2-8D7F-A6698FA37253}		3	Y	1	1	EXISTING POLE	Z3 1104
5507	5506	Point	LWU	{57454535-E8E1-45DD-844F-392F0FB73C08}		3	Y	1	1	EXISTING POLE	Z3 1105
5508	5507	Point	LWU	{83C167F6-E9A4-495E-8D02-E0F13E261CAC}		3	Y	1	1	EXISTING POLE	Z3 1106
5573	5572	Point	LWU	{A2CAC188-7DA1-42A9-905D-8B64415115AF}		2	Y	1	1	EXISTING POLE	Z3 1171
5574	5573	Point	LWU	{C71976A3-33D4-4397-82C8-61018D234135}		2	Y	1	1	EXISTING POLE	Z3 1172
5609	5608	Point	LWU	{1FD4F4A8-3CA3-4B33-A926-17C0931B4D6A}		3	Y	1	1	EXISTING POLE	Z3 1207
5630	5629	Point	LWU	{3F209364-1F0F-41CC-AC82-E1AF386C569A}		3	Y	1	1	EXISTING POLE	Z3 1228
5637	5636	Point	LWU	{C2DA4B6F-B625-4A0C-A443-8272D503F5D9}		3	Y	1	1	EXISTING POLE	Z3 1235
5638	5637	Point	LWU	{5AF56D65-1E81-4308-9C53-6D7FABE214AA}		2	Y	1	1	EXISTING POLE	Z3 1236
5639	5638	Point	LWU	{C03765D6-EA81-4927-92F3-37BE1B09013A}		2	Y	1	1	EXISTING POLE	Z3 1237
5640	5639	Point	LWU	{9B786BD4-7DB8-4BB6-8BA3-FB98A28D6FC3}		2	Y	1	1	EXISTING POLE	Z3 1238
5645	5644	Point	LWU	{51E6D6B9-63CB-46B3-ABDB-230F0B769EF3}		2	Y	1	1	EXISTING POLE	Z3 1243
5652	5651	Point	LWU	{2AAC7E83-989D-4D32-802F-2F375BC891E0}		2	Y	1	1	EXISTING POLE	Z3 1250
5653	5652	Point	LWU	{09CEA0C1-7FF2-4F8B-B669-79E16131169B}		2	Y	1	1	EXISTING POLE	Z3 1251
5656	5655	Point	LWU	{9291F06D-2321-48B7-B288-D697AF4CC2E}		2	Y	1	1	EXISTING POLE	Z3 1254
5657	5656	Point	LWU	{760D951F-2D31-4C6E-9334-0B9764D80DA5}		3	Y	1	1	EXISTING POLE	Z3 1255
5669	5668	Point	LWU	{2485C8ED-2B59-42A6-824C-2B11682771A5}		1	Y	0	1	EXISTING POLE	Z3 1267
5670	5669	Point	LWU	{7D8B394C-F137-47D4-97BE-1E467531001F}		1	Y	0	1	EXISTING POLE	Z3 1268
5671	5670	Point	LWU	{E7AA2A4E-29CF-477E-A1E3-67B1504FC0B2}		1	Y	0	1	EXISTING POLE	Z3 1269
5672	5671	Point	LWU	{6EDDCB44-0D4C-4423-8DF0-522A0D31659C}		3	Y	1	1	EXISTING POLE	Z3 1270
5676	5675	Point	LWU	{B3878014-2FC0-4742-B122-8605A2820C79}		2	Y	1	1	EXISTING POLE	Z3 1274
5680	5679	Point	LWU	{0BF221FE-A114-4EF2-842B-7DA767C2309F}		3	Y	1	1	EXISTING POLE	Z3 1278
5681	5680	Point	LWU	{CC8BD694-78CA-4D39-8D48-1658908CE7A7}		3	Y	1	1	EXISTING POLE	Z3 1279
5682	5681	Point	LWU	{9E1EB470-0143-4DAB-B55A-4409D875B4AB}		1	Y	0	1	EXISTING POLE	Z3 1280
5683	5682	Point	LWU	{EB1110C2-7B7B-4897-A6F1-B1B87BA63056}		3	Y	1	1	EXISTING POLE	Z3 1281
5743	5742	Point	LWU	{6900CCBA-1E7A-453C-A736-FE09EED0EAE}		3	Y	1	1	EXISTING POLE	Z3 1341
5744	5743	Point	LWU	{CD8A0A5D-833C-4AE7-A801-07272B06F32F}		3	Y	1	1	EXISTING POLE	Z3 1342
5745	5744	Point	LWU	{2AC1A8A7-BF7C-4970-802E-52553D38C67A}		3	Y	1	1	EXISTING POLE	Z3 1343
5746	5745	Point	LWU	{BCD62E37-F960-4D34-A8AF-625DFCD59B94}		3	Y	1	1	EXISTING POLE	Z3 1344
5747	5746	Point	LWU	{7577CC04-912A-4833-97A3-E9CF6E89AD43}		3	Y	1	1	EXISTING POLE	Z3 1345

City of Lake Worth Beach 2018 Pole Attachment Audit Results

1	A	B	C	D	E	F	H	I	S	T	U
OBJECTID	Shape *	Owner	FuturaGUID	Attachment	VISITED	COMCAST	LEVEL3	STATUS	Comments	Picture_Nu	
5750	5749	Point	LWU	{8D77F405-E678-48CC-B8F5-6A69512C8694}		3	Y	1	1	EXISTING POLE	Z3 1348
5751	5750	Point	LWU	{095CA83F-1B88-4BFD-9892-CBE36A048BD}		3	Y	1	1	EXISTING POLE	Z3 1349
5752	5751	Point	LWU	{274E3DCE-6328-4E99-94F5-9FF515AD6500}		3	Y	1	1	EXISTING POLE	Z3 1350
5753	5752	Point	LWU	{9F976523-2EA4-4D4B-86F2-B74819430DF6}		3	Y	1	1	EXISTING POLE	Z3 1351
5835	5834	Point	LWU	{5388CA98-D2B1-43DF-9885-B792CA71C983}		3	Y	1	1	EXISTING POLE	Z3 1433
5878	5877	Point	LWU	{0FFFOA2F-4410-4F22-AE89-5117FE2A11D5}		2	Y	1	1	EXISTING POLE	Z3 1476
5882	5881	Point	LWU	{E22B0415-7513-4311-9E2F-A9524A23B8D1}		3	Y	1	1	EXISTING POLE	Z3 1480
5888	5887	Point	LWU	{EE361208-A722-4894-8F4D-9A17D974F426}		2	Y	1	1	EXISTING POLE	Z3 1486
5892	5891	Point	LWU	{AB2A2467-B85F-48EE-A675-D2155DC84745}		2	Y	1	1	EXISTING POLE	Z3 1490
5893	5892	Point	LWU	{12F4868B-83D8-45DD-89DD-98C13868748D}		2	Y	1	1	EXISTING POLE	Z3 1491
5900	5899	Point	LWU	{E02FDEB2-46D4-4F8F-A122-5B09E541BBA7}		2	Y	1	1	EXISTING POLE	Z3 1498
5901	5900	Point	LWU	{22A9F0C3-26F6-4CB9-9903-483686FAFF94}		2	Y	1	1	EXISTING POLE	Z3 1499
5913	5912	Point	LWU	{723A82CD-42A4-44CA-AC4B-886FE703F92}		3	Y	1	1	EXISTING POLE	Z3 1511
5914	5913	Point	LWU	{7DC6D8F2-A534-4E40-A453-BA796998C733}		3	Y	1	1	EXISTING POLE	Z3 1512
5915	5914	Point	LWU	{69FA6BA0-E1A0-4CC9-BAD5-AE5AFAA6B468}		3	Y	1	1	EXISTING POLE	Z3 1513
5940	5939	Point	LWU	{B7FB01BA-A837-46C9-B7B2-F0395EB2C9FF}		3	Y	1	1	EXISTING POLE	Z3 1538
5941	5940	Point	LWU	{1827B17D-5F06-4089-A8FA-90AF20BDF269}		2	Y	0	1	EXISTING POLE	Z3 1539
5942	5941	Point	LWU	{26B89A38-81DE-4DD6-8E26-7D053D721EA1}		3	Y	1	1	EXISTING POLE	Z3 1540
5943	5942	Point	LWU	{A18722DC-0A63-43B1-87A3-EEDF116810DF}		3	Y	1	1	EXISTING POLE	Z3 1541
5945	5944	Point	LWU	{E8D96CF4-582E-401D-AD8B-FB04F791182F}		3	Y	1	1	EXISTING POLE	Z3 1543
5946	5945	Point	LWU	{878B7F41-40D8-47A2-839D-EE76DB0F82E}		2	Y	1	1	EXISTING POLE	Z3 1544
5948	5947	Point	LWU	{1DBEA34F-1854-48B4-BC69-91869AA4572D}		2	Y	1	1	EXISTING POLE	Z3 1546
5949	5948	Point	LWU	{060A3FC1-3F52-4E22-B734-E213CC877433}		3	Y	1	1	EXISTING POLE	Z3 1547
5963	5962	Point	LWU	{88F68EE6-4755-4EAF-B13C-C707A4D03BFE}		2	Y	1	1	EXISTING POLE	Z3 1561
5965	5964	Point	LWU	{3182098E-E596-4901-A538-31F36A5EF805}		3	Y	1	1	EXISTING POLE	Z3 1563
5966	5965	Point	LWU	{4D788CFF-76D3-4715-8D67-50A091313E51}		2	Y	1	1	EXISTING POLE	Z3 1564
5967	5966	Point	LWU	{179DE21E-3CF3-4F6A-9B4B-EC5FF212B8F1}		2	Y	1	1	EXISTING POLE	Z3 1565
5968	5967	Point	LWU	{FC0799C8-C56A-4F87-B358-D08C9CC81F3A}		2	Y	1	1	EXISTING POLE	Z3 1566
5969	5968	Point	LWU	{740C9778-9E8E-485D-A129-A2D0438714CF}		2	Y	0	1	EXISTING POLE	Z3 1567
5977	5976	Point	LWU	{4A6F0E6E-409B-4846-8AF2-F0B62220F505}		2	Y	1	1	EXISTING POLE	Z3 1575
5987	5986	Point	LWU	{A03E14FF-588B-4360-965E-A0A025F3DB5C}		3	Y	1	1	EXISTING POLE	Z3 1585
6054	6053	Point	LWU	{2680D389-099C-47E8-9F2B-942E1304E505}		3	Y	1	1	EXISTING POLE	Z3 1652
6094	6093	Point	LWU	{439C8E8B-85F7-4027-9406-14E498314E83}		2	Y	1	1	EXISTING POLE	Z3 1692
6213	6212	Point	LWU	{655e14fc-37bb-4b4e-a54c-066822f8a783}		3	Y	1	1	EXISTING POLE	Z3 1811
6214	6213	Point	LWU	{1f6b6a23-eb15-449f-8673-70e10c58be17}		3	Y	1	1	EXISTING POLE	Z3 1812
6269	6268	Point			1	Y	0	1	NEW POLE NOT IN U	Z3 1870	
6271	6270	Point			3	Y	1	1	EXISTING POLE	Z3 1872	
6284	6283	Point			2	Y	1	1	NEW POLE NOT IN U	Z3 1885	
6675	6674	Point	LWU	{3E29B9C1-D86D-46DF-B467-94553C4867C3}		3	Y	1	1	EXISTING POLE	Z4 381
6677	6676	Point	LWU	{AC5147DD-60EE-453F-98D4-5D89B1731E46}		3	Y	1	1	EXISTING POLE	Z4 383
6678	6677	Point	LWU	{0AFD9DCA-48CB-4686-90A0-E2E96F90CC3F}		3	Y	1	1	EXISTING POLE	Z4 384
6679	6678	Point	LWU	{CA4EE595-A7B4-475B-B541-DC8A39CA2688}		3	Y	1	1	EXISTING POLE	Z4 385
6680	6679	Point	LWU	{E325AAC0-9C68-41D1-8028-98BFC8BF7DF}		3	Y	1	1	EXISTING POLE	Z4 386
6681	6680	Point	LWU	{C2723477-AAF9-4A49-BACA-AE94FBEB93AE}		3	Y	1	1	EXISTING POLE	Z4 387
6682	6681	Point	LWU	{9ED78204-A54D-4A43-92ED-AE9B3511588}		3	Y	1	1	EXISTING POLE	Z4 388
6683	6682	Point	LWU	{AD93033F-6840-42F7-A493-8F42C54F8745}		3	Y	1	1	EXISTING POLE	Z4 389
6684	6683	Point	LWU	{64E07394-231E-4B10-AB8C-6BD633684D50}		3	Y	1	1	EXISTING POLE	Z4 390
6685	6684	Point	LWU	{9D03ED36-7457-4A8E-97D8-1D132808A114}		3	Y	1	1	EXISTING POLE	Z4 391
6686	6685	Point	LWU	{53FB64E6-3E16-423D-B7E8-8EFD81C9F37}		3	Y	1	1	EXISTING POLE	Z4 392
6687	6686	Point	LWU	{CA887A9D-D830-4CC0-B883-63AE259F64B}		3	Y	1	1	EXISTING POLE	Z4 393
6701	6700	Point	LWU	{EC26A3F7-9AF0-46A5-91DD-5FA56828BF97}		3	Y	1	1	EXISTING POLE	Z4 407
6743	6742	Point	LWU	{9A2B6794-5F15-4C8B-980F-A3DE107D08EE}		4	Y	1	1	EXISTING POLE	Z4 449
6744	6743	Point	LWU	{A4B9AB11-895C-4A41-B9E4-C1EB3366CC5E}		3	Y	1	1	EXISTING POLE	Z4 450
6745	6744	Point	LWU	{6E73D575-C20F-43D6-A566-CF67389EA1E6}		4	Y	1	1	EXISTING POLE	Z4 451
6746	6745	Point	LWU	{E27414C2-29AA-478D-8FEF-39A9D6EC9FE9}		4	Y	1	1	EXISTING POLE	Z4 452
6747	6746	Point	LWU	{84F0E6FB-8258-4E61-A1E7-20E5988D2F82}		3	Y	1	1	EXISTING POLE	Z4 453
6748	6747	Point	LWU	{3938758B-891C-485D-8A4E-0D9C16893F62}		3	Y	1	1	EXISTING POLE	Z4 454
6749	6748	Point	LWU	{337861F9-689D-48A2-8D7C-90E2341E183D}		3	Y	1	1	EXISTING POLE	Z4 455
6750	6749	Point	LWU	{E49A5D86-F516-4367-99F5-BD0F62647CAB}		3	Y	1	1	EXISTING POLE	Z4 456
6751	6750	Point	LWU	{79E85CCA-08F7-4476-8539-D9FD9EAC6C87}		3	Y	1	1	EXISTING POLE	Z4 457
6752	6751	Point	LWU	{46E303BA-4667-4CAD-8567-34412F5318E8}		3	Y	1	1	EXISTING POLE	Z4 458
6753	6752	Point	LWU	{12480084-E66F-4AAA-B2C3-F98B29725416}		3	Y	1	1	EXISTING POLE	Z4 459
6767	6766	Point	LWU	{FC854955-5F7C-4759-845E-54E9766FCB59}		3	Y	1	1	EXISTING POLE	Z4 473
6768	6767	Point	LWU	{C5852B93-FE35-4F85-B46C-SA03E06A04DF}		3	Y	1	1	EXISTING POLE	Z4 474
6769	6768	Point	LWU	{9226666D-DA77-4A2B-AFA3-2FD460868FB6}		3	Y	1	1	EXISTING POLE	Z4 475
6770	6769	Point	LWU	{8BCBF923-0AE1-45F1-8D2A-25F40B2E52C7}		3	Y	1	1	EXISTING POLE	Z4 476
6771	6770	Point	LWU	{C574F27A-E019-45D6-8802-1162A7321A95}		3	Y	1	1	EXISTING POLE	Z4 477
6781	6780	Point	LWU	{9E6CAE2E-4C2C-4F8B-8D43-34B65D8DF87F}		3	Y	1	1	EXISTING POLE	Z4 487
6782	6781	Point	LWU	{AE407A8C-A3E5-49EC-A3A2-87F42E4C64AC}		3	Y	1	1	EXISTING POLE	Z4 488
6806	6805	Point	LWU	{C5892368-C958-45AC-B7C6-3E338CD1BB18}		3	Y	1	1	EXISTING POLE	Z4 512
6807	6806	Point	LWU	{0585577C-E205-47AB-A1AF-20C24457848E}		4	Y	2	1	EXISTING POLE	Z4 513
6808	6807	Point	LWU	{EAFB952B-5AB0-4F30-B70F-BC55F7C90598}		3	Y	1	1	EXISTING POLE	Z4 514
6809	6808	Point	LWU	{D6E35D1E-9900-4AAA-96D7-86F28AFD1B73}		3	Y	1	1	EXISTING POLE	Z4 515
6841	6840	Point	LWU	{AF34648C-2258-48EC-A026-4845AC019615}		3	Y	1	1	EXISTING POLE	Z4 547
6850	6849	Point	LWU	{19BA55D6-5CA0-4201-B09A-5E25A5F731F}		3	Y	1	1	EXISTING POLE	Z4 556
6851	6850	Point	LWU	{F1DBA7D9-FC21-4AE7-8830-D5B31BB78235}		3	Y	1	1	EXISTING POLE	Z4 557
6852	6851	Point	LWU	{8D99D7A2-01D1-455E-8C5F-488D06F94CD5}		3	Y	1	1	EXISTING POLE	Z4 558
6853	6852	Point	LWU	{17C894B8-A02A-4B00-8BF0-1C081F24020A}		4	Y	1	1	EXISTING POLE	Z4 559
6856	6855	Point	LWU	{98632D75-9F65-4EF6-8C64-63E0AE15908B}		3	Y	1	1	EXISTING POLE	Z4 562
6857	6856	Point	LWU	{B5FB5364-C621-412B-86FD-6AAC9CB91CC9}		3	Y	1	1	EXISTING POLE	Z4 563
6859	6858	Point	LWU	{EC107C57-EFF1-444A-B8A4-5AF5B8CB8F08}		2	Y	1	1	EXISTING POLE	Z4 565
6860	6859	Point	LWU	{C9E62F0E-112F-4629-9CA3-13548C760877}		3	Y	1	1	EXISTING POLE	Z4 566
6884	6883	Point	LWU	{4C13C65D-1640-4FE2-8495-232CE6EE7EF}		2	Y	1	1	EXISTING POLE	Z4 590

City of Lake Worth Beach 2018 Pole Attachment Audit Results

	A	B	C	D	E	F	H	I	S	T	U
1	OBJECTID	Shape *	Owner	FutureGUID	Attachment	VISITED	COMCAST	LEVEL3	STATUS	Comments	Picture_Nu
6885	6884	Point	LWU	{28A2CDEA-C562-4786-83F2-B241F986C21D}		1	Y	0	1	EXISTING POLE	ZA 591
6886	6885	Point	LWU	{48924D17-D998-4974-9994-0A977DAAE9E5}		1	Y	0	1	EXISTING POLE	ZA 592
6903	6902	Point	LWU	{586A280D-9621-4199-8A10-77805DC015CF}		3	Y	1	1	EXISTING POLE	ZA 609
6904	6903	Point	LWU	{FEECBAFA-E1E24-4CA1-896C-35A3D67ABA98}		3	Y	1	1	EXISTING POLE	ZA 610
6905	6904	Point	LWU	{E0A46C9F-8D16-49F8-AF17-7A678373DF5C}		3	Y	1	1	EXISTING POLE	ZA 611
6906	6905	Point	LWU	{F29B5D98-FA2E-42D1-9D71-EED27376C1A7}		3	Y	1	1	EXISTING POLE	ZA 612
6928	6927	Point	LWU	{E0FDE725-45AB-40FF-8DB0-2722CC8CEBA8}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6930	6929	Point	LWU	{A24E7386-2FCB-41E7-8BD6-91C47DE6C0D0}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6932	6931	Point	LWU	{1A05BAE0-ACAE-4F26-9223-BC84E8AB7A3A}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6933	6932	Point	LWU	{65EEB515-9FA3-4441-8678-69DCEAE4F144}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6934	6933	Point	LWU	{A19D02BA-D9D5-4688-A952-85EA7489A134}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6935	6934	Point	LWU	{C85DD62-F57D-4523-A202-EB1CD57AB011}		2	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6936	6935	Point	LWU	{557B6E3D-B8F0-4FCA-9F9D-362751138180}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6937	6936	Point	LWU	{442679FD-4FB3-44C4-9774-9D75EA75C336}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6938	6937	Point	LWU	{2A6A8186-438E-4ADD-9CBE-4E5D933E327F}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6939	6938	Point	LWU	{68D58478-1331-41B7-BBF5-4D1FE1CC747C}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6940	6939	Point	LWU	{CD917DD8-D419-4A2B-943A-63EE2D94D849}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6941	6940	Point	LWU	{59128F9E-E70B-4AE2-85E9-A6E7847F4977}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6944	6943	Point	LWU	{10AC3DE2-821C-486E-8352-C9F74FDCFD6E}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
6945	6944	Point	LWU	{86A897A0-8BAC-4932-A233-C8062ACC5ED}		3	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8443	8442	Point	LWU	{25E4E456-58FA-4FA8-94D7-F6346EC908D1}		5	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8444	8443	Point	LWU	{F042B91F-9B6B-42F0-8401-325D473C1D52}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8445	8444	Point	LWU	{F49874B6-FD72-4CCA-87A7-C5F93A260E1B}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8446	8445	Point	LWU	{08A7DA77-E304-4CAB-8A8E-BE484D357089}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8447	8446	Point	LWU	{E29EEBEF-0FD6-4652-BE5E-F397F43423DC}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8448	8447	Point	LWU	{13625A01-829B-4921-AE79-C905DD126E63}		1	Y	0	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8519	8518	Point	LWU	{F4E9F9F9-B180-48EB-A145-F75993B88DDA}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8540	8539	Point	LWU	{3C15C6F1-D17B-4981-A6BD-7E42C63883D9}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8541	8540	Point	LWU	{8F6E2558-0549-4DF7-98D5-F40C3EBC27F6}		5	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8542	8541	Point	LWU	{9C45EBAD-411A-4116-8FA0-0592AFD46DCA}		5	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8566	8565	Point	LWU	{BD00F110-3B46-488B-A0E9-336FEDC780B9}		6	Y	3	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8567	8566	Point	LWU	{E646C5C1-95AF-4BC7-8229-888F1C6AADD9}		6	Y	3	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8568	8567	Point	LWU	{84FE9361-DE77-45F5-938F-82531FE731E5}		6	Y	3	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8569	8568	Point	LWU	{34DF51C3-0BE7-4357-AA70-674C07622A08}		6	Y	3	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8574	8573	Point	LWU	{2BAFC8B2-B9F2-4881-834F-D52CEB9D988F}		6	Y	3	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8575	8574	Point	LWU	{1E87D2B6-2D91-4C32-82C2-DC96132C9932}		5	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8576	8575	Point	LWU	{2D6CE163-4431-4073-8BF0-C74506D81541}		5	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8577	8576	Point	LWU	{0CFB485E-78DC-4A01-AEFD-B662F29800B9}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8578	8577	Point	LWU	{79AD8509-4ED1-4D8A-9DD6-9AF5F8C8F145}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8579	8578	Point	LWU	{68F24283-B5C1-45B2-901B-188498F3394F}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8580	8579	Point	LWU	{8A202C82-0645-4545-8D7C-C208E876A3F}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8581	8580	Point	LWU	{280E180A-BD70-44C6-8D83-7336F9A270D7}		5	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8582	8581	Point	LWU	{587F6D12-E42E-493F-AF8F-BAC61267865B}		5	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8583	8582	Point	LWU	{41538091-8B2B-4A68-9EDB-F989D069F00C}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8584	8583	Point	LWU	{5DC82683-E837-423D-B136-6FBD203A2520}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8585	8584	Point	LWU	{FDC298C6-BCCA-45C3-8146-92A192C110C8}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8586	8585	Point	LWU	{7488603C-6D59-4F20-B682-64CDB8655B3}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8587	8586	Point	LWU	{87BE5473-9635-4094-AA2C-AC02054B15FA}		3	Y	2	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8588	8587	Point	LWU	{9623DD5A-1FD9-479E-83D6-C050E6C598FE}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8589	8588	Point	LWU	{1E0CF8D3-094B-4F06-95D6-85C83663AEF4}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8590	8589	Point	LWU	{E55A3C7D-7AFD-471D-8C35-D70746818000}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8592	8591	Point	LWU	{BC047F49-A346-468C-ADD7-237FDD95ECC2}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8593	8592	Point	LWU	{93F00D6E-805B-4D39-9A6F-8C8ABD9C431F}		3	Y	2	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8596	8595	Point	LWU	{580EBF78-434C-4E19-98F3-DF7E6E0BB8FF}		5	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8600	8599	Point	LWU	{D1AD6E0E-26C9-4F96-8F0E-F078528C0F72}		5	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8601	8600	Point	LWU	{98CEA949-8A93-49E9-9DF2-F6B0B15342F8}		6	Y	3	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8602	8601	Point	LWU	{08DABF49-5E78-4DE2-87F1-5DAG491A36A1}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8603	8602	Point	LWU	{2891DA4A-ED96-47C7-BB00-09CAEC931F73}		6	Y	3	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8604	8603	Point	LWU	{92905995-A5C3-4B18-AD39-21E89A0A6A5E}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8605	8604	Point	LWU	{38D50BBF-CBDC-42E2-BE88-1309A04C2A22}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8606	8605	Point	LWU	{918EFFF0-6CDB-4561-B3C3-3FB6CB435A6}		4	Y	2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8612	8611	Point	LWU	{055C68AA-4E81-4C4E-9C06-E18ECF8E10F}		2	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8613	8612	Point	LWU	{70A36C3A-74C7-442F-8F34-106256C15939}		6	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8614	8613	Point	LWU	{070534C1-BEEA-439C-9D9A-0C8952AE728A}		5	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8615	8614	Point	LWU	{8525EB34-24A1-40AA-8902-3D5B7B7DA9F1}		3	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8616	8615	Point	LWU	{FC27CC10-CAA2-45FF-97DD-F02316D0A4CF}		3	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8617	8616	Point	LWU	{A0F22989-6017-405E-83CA-D5A3F2C085AE}		3	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8618	8617	Point	LWU	{E301E513-0FE9-4861-B0F0-461FC20F939E}		3	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8619	8618	Point	LWU	{3D7F4A31-1966-4F7C-86AC-FA8C3B078FC7}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8620	8619	Point	LWU	{08E8A389-663A-4A43-86BA-CF82634BF99D}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8621	8620	Point	LWU	{33F2B275-72B0-49EA-9C51-A9BB8462AD19}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8622	8621	Point	LWU	{2A33D56F-BD0B-46C6-9889-06ADC9FA4197}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8623	8622	Point	LWU	{24F26E2E-DBC8-48D2-AB34-3DC9F30D399B}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8624	8623	Point	LWU	{FFCCD21F-8E6B-4A4B-95F3-10F33EC61679}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8625	8624	Point	LWU	{91AF2590-A857-4875-9777-6457D08878AA}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8626	8625	Point	LWU	{A0B25DE3-6581-47DD-8189-EC15FAAEFBEA}		4	Y	1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND
8631	8630	Point	LWU	{2A78BD7C-11EC-4633-9625-2EDBB6C988E4}		4	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8632	8631	Point	LWU	{2A7AF14-3EA6-4DE5-87E8-6C496187B6AA}		4	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8633	8632	Point	LWU	{85E64800-8AD0-44D1-8CA7-CBA23D2E4D9A}		4	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8634	8633	Point	LWU	{6F33ACA5-055A-4F28-8C6C-C5BF031BE56D}		4	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8635	8634	Point	LWU	{46545D81-7756-409C-85D8-30B1B0EEB319}		4	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8636	8635	Point	LWU	{484787EC-7965-4597-BEF1-59724471CFE0}		4	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND
8668	8667	Point	LWU	{FF82FC5B-A0F3-4E31-930C-71A371DA750C}		4	Y	1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND

City of Lake Worth Beach 2018 Pole Attachment Audit Results

	A	B	C	D	E	F	H	I	S	T	U	
1	OBJECTID	Shape *	Owner	FuturaGUID	Attachment	VISITED	COMCAST	LEVELS	STATUS	Comments	Picture_Nu	
8669	8668	Point	LWU	{05B76AA3-B8FB-4F1D-975E-44B8A36C2D3}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 238
8670	8669	Point	LWU	{80467f94-7EE7-4023-A3B0-0F5A62805959}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 239
8671	8670	Point	LWU	{CBBB94E9-17F5-4BB2-BA70-E5E8AFA9921}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 240
8674	8673	Point	LWU	{00938B37-D58B-4ED0-ABC8-AB7AE81DFE4B}		6 Y		3	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 243
8709	8708	Point	LWU	{9382C093-A2F3-4370-A361-ECE9DC72C28A}		4 Y		1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 278
8711	8710	Point	LWU	{8798B7D8-C531-4670-B78A-C00B63EA687F}		3 Y		1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 280
8742	8741	Point	LWU	{9D68D22A-79ED-4728-8D06-F9240567576E}		4 Y		2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 311
8760	8759	Point	LWU	{B1FA5AC7-BE79-457C-9E0B-BCB0687266B8}		5 Y		2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 329
8763	8762	Point	LWU	{F52A6986-225D-4AC4-9B89-0AFD510A549C}		5 Y		2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 332
8764	8763	Point	LWU	{A2999D2E-F0E6-4AD5-A851-51E8468EA811}		4 Y		2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 333
8774	8773	Point	LWU	{CD808BCD-87A8-4C20-9503-A407CC2E4835}		3 Y		1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 343
8776	8775	Point	LWU	{F571AC9D-95C3-4622-8989-2BC0DBF4C73}		4 Y		1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 345
8780	8779	Point	LWU	{A35C1C33-BAEF-4F44-A822-783AED49C081}		4 Y		1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 349
8781	8780	Point	LWU	{9D255FA1-478D-46E2-8906-68B7046FA6FF}		2 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 350
8782	8781	Point	LWU	{624380EF-5CF5-48FC-91DD-BF7770AF62C4}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 351
8783	8782	Point	LWU	{8784AE3E-39EE-4F8E-B307-E8B85C5D806A}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 352
8784	8783	Point	LWU	{E4693AC9-89C8-4825-B2B0-7CFE3689417E}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 353
8786	8785	Point	LWU	{0927A9C5-7537-4E27-9C66-6BE8F0ADCEFO}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 355
8787	8786	Point	LWU	{20A3EA8D-BD9C-4ACF-9351-0390A5868EBC}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 356
8788	8787	Point	LWU	{4A85C9BA-CA36-494B-9BEA-571DAF0C9057}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 357
8789	8788	Point	LWU	{02F4CC83-3D80-48CA-8685-30E16668883E}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 358
8790	8789	Point	LWU	{D31600B1-BC34-4886-9418-CB394B45B5E5}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 359
8792	8791	Point	LWU	{4193D8EF-04CA-4A56-81D5-0F1184D02675}		4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 361
8955	8954	Point	LWU	{1206794E-7CE5-4F1A-9883-C213F2E071A3}		5 Y		2	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 525
8960	8959	Point	LWU	{47D44E6D-66E2-4030-98D7-43CA6FECA7CE}		6 Y		3	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 530
9349	9348	Point		{18E290AD-256F-4F4C-B689-805315AA2F04}		1 Y		0	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 919
9350	9349	Point		{27E85BAE-0E21-48F4-8986-F79A37A208F9}		4 Y		1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 920
9520	9519	Point	LWU	{e1810ce0-baa2-45f7-b8cf-977849ae96aa}		3 Y		1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 1090
9522	9521	Point	LWU	{92ad30a3-2108-4285-8ef6-c7b82819c00e}		3 Y		1	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 1092
9523	9522	Point	LWU	{b2560aa2-9d2a-4420-bcd2-161ecda75f43}		2 Y		0	1	EXISTING POLE		Z6 1093
9553	9552	Point				4 Y		1	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 1124
9573	9572	Point				3 Y		0	1	EXISTING POLE	LEVEL 3 AND FIBERLIGHT ON SAME STRAND	Z6 1146
9588	9587	Point				3 Y		0	1	EXISTING POLE	COMCAST AND LEVEL 3 ON SAME STRAND	Z6 1161

SETTLEMENT AGREEMENT AND RELEASE

The City of Lake Worth Beach, a Florida municipal corporation ("**City**") and Level 3 Communications, LLC a Delaware limited liability company authorized to do business in the State of Florida ("**Level 3**"), collectively "**Parties**," for settlement purposes through their undersigned agents agree as follows:

WHEREAS, the City and Level 3 are entering a Pole Attachment Agreement to be executed concurrently with this Agreement, attached hereto as Exhibit A, allowing Level 3 to rent the City's electric poles to attach aerial cables, wires and associated appurtenances in support of Level 3's business (the "**Pole Attachment Agreement**"); and

WHEREAS, pursuant to the terms of the Pole Attachment Agreement, Level 3 is to pay to City an annual pole attachment fee of \$16.50 per pole, payable in advance, on the first day of January, April, July and October of each year during the term of the Pole Attachment Agreement; and

WHEREAS, the payments are to be based on the number of Attachments being maintained by Level 3 on the preceding first day of December, March, June, and September, respectively; and

WHEREAS, in August of 2018, the City completed an audit of its electric poles, primarily to determine what entities were hanging pole attachments from the City's electric poles. The City determined that Level 3 had aerial cables and wires attached to 448 of the City's electric poles; and

WHEREAS, based upon Level 3's audit of the City's audit results, a dispute has arisen between the Parties regarding responsibility for pole attachment fees on such 448 attachments; and

WHEREAS, in order to avoid further delay in executing the Pole Attachment Agreement, the Parties desire to resolve the above-referenced dispute as provided herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the sufficiency of which is acknowledged by both Parties, the Parties hereby enter into this Settlement Agreement and Release ("**Agreement**") and agree as follows:

1. **Payment for Alleged Unauthorized Attachments.** Level 3 shall pay to City the sum of \$ 36,960, which is based on an annual pole attachment fee of \$16.50 per pole as reimbursement for alleged Unauthorized Attachments for the five (5) years immediately prior to the date of this Agreement.

2. **Payment for Proportionate Share of Audit Costs.** Level 3 shall pay to City the sum of \$ 6,356 as reimbursement to City for Level 3's proportionate share of the Audit Costs.

3. **Pole Attachment Agreement.** The parties have negotiated the Pole Attachment Agreement to govern the rates, terms and conditions of Level 3's access to the City's electric poles. Pursuant to the Pole Attachment Agreement, Level 3 shall pay an annual pole attachment fee of \$16.50 per pole, subject to increases as set forth therein. Level 3 shall initially pay pole attachment fees for attachment to 448 poles. Such number shall be adjusted up or down in accordance with the actual number of poles to which Level 3 facilities are attached, reflecting the addition of billable attachments to new poles or removal of all attachments from included poles. The City shall conduct a joint audit of Level 3's and all franchise utility attachments within eighteen (18) months following the date of this Agreement. In the event it is determined, pursuant that audit, that Level 3 is attached to greater or fewer than 448 poles, the pole count upon which pole attachment fees are assessed shall be corrected and Level 3 shall pay the pole attachment fee of \$16.50 per pole for each additional pole identified in the audit or be credited the pole attachment fee per pole for the number of poles that Level 3 paid for attachments under this Agreement exceeding the newly audited number of attachments. The corrected pole attachment fees shall be retroactively applied to cover the same five (5) year term upon which payment is initially being made pursuant to paragraph 1 of this Agreement.

3. **Mutual Limited Release.** Subject to Level 3 paying the sums set forth in Paragraphs 1 and 2 to the City by no later than 30 days after the final approval by the City commission of this Settlement Agreement, each Party hereby mutually releases the other Party and its respective directors, officers, shareholders, agents, representatives, employees, related or affiliated companies, subsidiaries, beneficiaries, heirs, successors, assigns, and executors from and against any and all claims related to compensation for Unauthorized Attachments and Audit Costs prior to the date of this Agreement except as provided herein.

4. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and no verbal or written warranties or representations have been made or have been relied upon which do not appear in writing within this Agreement. Any reliance on verbal or other representations which do not appear within this Agreement shall be deemed unjustifiable reliance. Each Party hereto is represented by that Party's own counsel (or has had the opportunity to confer with counsel of their own choosing) and has had the benefit of (or the opportunity to have the benefit of) such counsel's advice in reviewing, commenting upon, and modifying this Agreement.

5. **Modification of Agreement.** This Agreement may not be amended or modified except by written instrument signed by all of the Parties hereto, and the Parties agree that this provision may not be waived except in writing.

6. **Waiver.** The rights of the Parties under this Agreement are to be considered cumulative, and the failure on the part of any Party to exercise or enforce properly or promptly any rights arising out of this Agreement shall not operate to forfeit or serve as a waiver of any of those or other rights. The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant or condition herein. The waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

7. **Cooperation.** The Parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the Parties hereto.

8. **No Admission of Liability.** By this settlement, no Party admits any liability, but rather the Parties have agreed to this settlement as a compromise of disputed claims in the interests of avoiding the costs and uncertainty of litigation.

9. **Time is of the Essence.** Time is of the essence for all obligations under this Agreement.

10. **Headings.** The headings used in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision in it.

11. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, whether on its face or as applied, the remaining provisions shall remain in full force and effect.

12. **Benefit and Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns. This Agreement may be executed in counterparts, which, taken together, shall constitute one and the same instrument. The individuals signing below on behalf of entities represent and warrant that they have the full authority to bind their respective entities to all of the provisions hereof. Signatures by facsimile transmission or other electronic transmission of this Agreement shall be acceptable and binding upon the Parties. A copy hereof shall be as binding as an executed original.

13. **Governing Law, Venue, and Jury Trial Waiver.** This Agreement shall be governed by the laws of the State of Florida, without regard to its principles of conflicts of law. Venue for any action relating to or arising out of this Agreement shall be in Palm Beach County, Florida. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.

14. **Attorneys' Fees.** Each Party shall bear its own attorneys' fees and costs in connection with this settlement of the above-referenced matter and the negotiation and preparation of this Agreement. Furthermore, in any legal action or other proceeding

arising out of or relating to this Agreement including, without limitation, enforcement of the terms of this Agreement, each Party shall bear its own attorneys' fees and costs incurred in connection with such dispute.

15. **Independent Legal Advice.** The Parties have had the opportunity to obtain independent advice of legal counsel of their own selection. Each of the Parties acknowledges that they have entered into this Agreement freely and voluntarily, believing it to be in their best interest. The Parties have entered into this Agreement with a full and complete understanding of their legal rights and neither Party is under any current impediment that would prevent their full and complete understanding of this Agreement and their free and voluntary acceptance of the terms and conditions of this Agreement. The Parties to this Agreement further acknowledge and agree that none of the signatories for any Party is/are suffering from any physical, mental, or other condition that would impair their ability to contract and their ability to understand fully the terms and conditions of this Agreement. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

16. **Effective Date.** The Effective Date of this Agreement is the date the City Commission for the City of Lake Worth Beach approves this Agreement.

Remainder of this page intentionally left blank.
Signature pages follow.

IN WITNESS WHEREOF, the parties hereto have made and executed this Settlement Agreement and Release as of the day and year set forth below by the City.

CITY OF LAKE WORTH BEACH, FLORIDA

Date: _____

Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Melissa Ann Coyne, CMC, City Clerk

Glen J. Torcivia, City Attorney

LEVEL 3 COMMUNICATIONS, LLC

By: *Danett Kennedy*
Danett Kennedy, Senior Manager,

NIS/ROW
[Corporate Seal]

STATE OF Colorado)
COUNTY OF Broomfield)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 22 day of Nov., 2021, by D. Kennedy, as the Sr. Manager [title] of Level 3 communications, a limited liability company authorized to do business in Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the company to the same.

[Signature]
Notary Public Signature
Notary Seal:



Pole Attachment Revenue 5 Year Summary

Net Pole Attachment Revenues - Annual & 5 YR Without Audit & Updated Agreements

Agency	2018	2019	2020	2021	2022	5 Year Total
Comcast	\$16,641	\$16,641	\$16,641	\$16,641	\$16,641	\$83,207
AT&T	\$40,461	\$40,461	\$40,461	\$40,461	\$40,461	\$202,305
Level 3	\$0	\$0	\$0	\$0	\$0	\$0
Annual Revenue	\$57,102	\$57,102	\$57,102	\$57,102	\$57,102	\$285,512

Net Pole Attachment Revenues - Annual & 5 YR With Audit & Updated Agreements

Agency	2018	2019	2020	2021	2022	5 Year Total
Comcast	\$16,641	\$68,559	\$120,665	\$120,665	\$120,665	\$447,194
AT&T	\$72,945	\$67,814	\$67,814	\$67,814	\$67,814	\$344,203
Crown Castle Small Cell			\$22,048	\$26,923	\$36,400	\$85,371
Level 3				\$50,708	\$7,392	\$58,100
Annual Revenue	\$89,586	\$136,374	\$210,527	\$266,110	\$232,271	\$934,868

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

DEPARTMENT: Community Sustainability

TITLE:

Resolution No. 03-2022 Adopting the Palm Beach County Revised Local Mitigation Strategy Plan

SUMMARY:

The resolution provides for the adoption of the Palm Beach County revised Local Mitigation Strategy Plan, which allows for the City to continue to participate in the Community Rating System related to flood insurance premiums and national Federal Emergency Management Act (FEMA) regulations.

BACKGROUND AND JUSTIFICATION:

Palm Beach County has revised its Local Mitigation Strategy Plan (hereinafter, the “PBC LMS 2020 Plan”) and in order for the City to continue to participate in the CRS and to remain eligible for mitigation funding, this is a request for the City to approve and adopt the PBC LMS 2020 Plan with the attached Resolution. A high-level summary of the changes to the Palm Beach County Local Mitigation Strategy since its last publication in 2015 is attached for review (see PBC LMS 2020 Summary Sheet. A full copy of the PBC LMS 2020 Plan is on file with the Building Division of the Community Sustainability Department.

MOTION:

Move to approve/disapprove Resolution No. 03-2022

ATTACHMENT(S):

Fiscal Impact Analysis -N/A
Resolution No. 03-2022
PBC LMS Summary Sheet
PBC Local Mitigation Strategy 2020
Resolution No. 05-2015

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RESOLUTION NO. 03-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AND ADOPTING THE 2020 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, Palm Beach County is susceptible to a variety of natural, technological, and human-caused disasters, including but not limited to, severe weather, hazardous materials incidents, nuclear power plant emergencies, communicable diseases, and domestic security incidents as well as climate change impacts and sea level rise that can cause or contribute to, increased inundation, shoreline erosion, flooding from severe weather events, accelerated saltwater contamination of ground water and surface water supplies, and expedited loss of critical habitats; and

WHEREAS, the Disaster Mitigation Act of 2000 was enacted to establish a national disaster hazard mitigation program to help reduce the loss of life and property, human suffering, and economic disruption; and to also reduce the expense associated with disaster recovery assistance, and further to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

WHEREAS, the Disaster Mitigation Act of 2000 requires, as a condition for qualifying for and receiving future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters, such governments to have Federal Emergency Management Agency approved hazard mitigation plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

WHEREAS, Palm Beach County, in coordination with governmental and nongovernmental stakeholders having an interest in reducing the impact of disasters, and with input from the private sector and other members of the public, has developed and revised the Palm Beach County Local Mitigation Strategy (LMS); and

WHEREAS, the 2020 revised LMS has been approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency subject to adoption by the County Board of County Commissioners; and

WHEREAS, the LMS Steering Committee recommends the formal adoption of the 2020 Revised LMS, including planned future enhancements described therein, by the County and all 38 participating municipalities; and,

WHEREAS, the City has determined that the adoption of this Resolution serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. The foregoing recitals are incorporated into this resolution as true statements.

47 **Section 2.** The City Commission of the City of Lake Worth Beach, Florida,
48 approves and adopts the 2020 Revised LMS Plan (attached hereto as **Exhibit "A"** and
49 incorporated herein in its entirety), as revised by the LMS Steering Committee and
50 submitted to the Palm Beach County Board of County Commissioners, the Florida
51 Division of Emergency Management, and the Federal Emergency Management Agency.

52 **Section 3.** The City Commission of the City of Lake Worth Beach, Florida,
53 authorizes the City Manager to pursue available funding opportunities for implementation
54 of proposed mitigation initiatives described in the Revised LMS Plan, and upon receipt of
55 such funding or other necessary resources, seek to implement the actions in accordance
56 with the mitigation strategies set out by the Revised LMS Plan.

57 **Section 4.** The City Commission of the City of Lake Worth Beach, Florida, will
58 continue to support and participate in the LMS planning and implementation process as
59 required by Federal Emergency Management agency, the Florida Division of Emergency
60 Management, and the Palm Beach County LMS Steering Committee.

61 **Section 5.** The City Commission of the City of Lake Worth Beach, Florida, will
62 consider incorporating climate change concerns, sea level rise, and natural hazards into
63 its local comprehensive plan and into future reviews of flood prevention regulations and
64 zoning codes.

65 **Section 6.** The City Commission of the City of Lake Worth Beach, Florida,
66 directs the City Clerk to transmit an original of the executed resolution to the Palm Beach
67 County Division of Emergency Management, attention Local Mitigation Strategy
68 Coordinator (561-586-1647), for filing in the Office of the Clerk & Comptroller.

69 **Section 7.** This resolution shall become effective immediately upon its passage.

70
71 The Mayor thereupon declared this resolution duly passed and adopted on the 4th
72 day of January 2022.

73
74 Mayor Betty Resch
75 Vice Mayor Herman Robinson
76 Commissioner Sarah Malega
77 Commissioner Christopher McVoy
78 Commissioner Kimberly Stokes

80 LAKE WORTH BEACH CITY COMMISSION

81
82
83 By: _____
84 Betty Resch, Mayor

85 ATTEST:

86
87
88 _____
89 Melissa Ann Coyne, City Clerk

PBC LMS 2020 SUMMARY SHEET

The Local Mitigation Strategy

The purpose of the Local Mitigation Sheet (LMS) is to develop and execute an ongoing methodology for reducing a community's vulnerability to identified natural, technological, and human caused hazards. The strategy provides a rational, managed basis for considering, and prioritizing hazard-specific mitigation options, and for developing, and executing sound, cost-effective mitigation projects. The LMS provides a basis for justifying the solicitation, and use of local, state, federal, and other funding sources to support hazard mitigation projects and initiatives.

PBC LMS 2020 – Why Do We Have an LMS

- We have the LMS in accordance with the Disaster Mitigation Act of 2000 and Title 44 of the Code of Federal Regulations.
- It allows communities to identify hazard and prioritize unfunded projects to mitigate those hazards when funding becomes available from local, state, and federal sources.
- It is required in order to receive Pre-Mitigation (PDM), Hazard Mitigation Grant Program (HMGP), and Flood Mitigation Assistance (FMA) funding from Federal Emergency Management Agency (FEMA) before, and after a disaster strikes.
- It puts local communities in control of projects and funding priorities.

PBC LMS 2020 – What has changed Since PBC LMS 2015

- Recent years have shown increased vulnerabilities as modeling, and mapping capabilities improve, and as more information is gathered on potential impacts of climate change, and sea level rise. This LMS integrates updated information on storm surge and sea level rise and climate change into our hazards, mitigation measures, mapping and project list.
- Collaboration with the Office of Sustainability and participation in the Southeast Florida Regional Climate Change Compact has increased the number of planning stakeholders we are working with for assessments.
- Analyses of local conditions as it relates to PBC communities.
- Update of Agricultural Pests and Diseases with specifics on the citrus industry
- Updates in severities of Pandemic/Communicable Diseases (mosquito borne diseases)
- Improved project tracking system through creation of a WebEOC internet based board, and encourage participants to track projects; illustrates all of the mitigation work being done in Palm Beach County.

Adoption of PBC LMS 2020

Your jurisdiction must adopt the *PBC LMS 2020 Plan* in order to be eligible for any mitigation funding in the future (HMGP, PDM, and/or FMA grants). Adoption of *PBC LMS 2020 Plan* is paramount to your community remaining a viable stakeholder in mitigation research, identification, and prioritization. Our communities utilize the LMS to include mitigation in their development, and redevelopment projects through inclusion in their Master Plans and Capital Improvement plans. Communities are proactively including mitigation projects into their internal funding, and capital improvement budgets. *PBC LMS 2020 Plan* is your comprehensive approach to effectively reduce the impact of current, and future hazards, and risk faced within Palm Beach County.

Failure to adopt *PBC LMS 2020 Plan* will negate your community hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects.



Local Mitigation Strategy 2020



**Palm Beach County
Public Safety Department
Division of Emergency Management**

**20 South Military Trail
West Palm Beach, FL 33415
561-712-6400**

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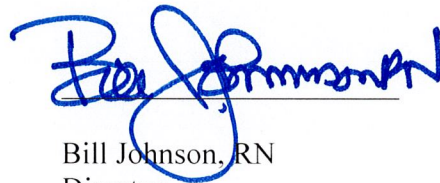
PROMULGATION STATEMENT

With this notice, we are pleased to promulgate the 2020 Palm Beach County (PBC) Unified Local Mitigation Strategy (LMS). This is one of the many documents published by PBC Public Safety Department's Division of Emergency Management (DEM). The LMS is the basis for countywide hazards, vulnerabilities, and mitigation strategy activities. It is the intent of the LMS to provide a structure for identifying hazards and vulnerabilities, assist municipalities and the County in planning for those hazards and vulnerabilities, and mitigating those hazards through the use of local, state, and federal funding sources, making our county more resilient.

Palm Beach County DEM shall be responsible for coordinating the preparation and updating of the LMS through the work of the LMS Working Group, Steering Committee, and other subcommittees, and will ensure that this document is consistent with similar federal, state, and municipal plans. The LMS 2020 will become effective upon official adoption by the PBC Board of County Commissioners (BCC) and effective for municipalities upon their individual adoption.



Ralph Wall,
Chairperson
PBC LMS



Bill Johnson, RN
Director
Division of Emergency Management

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SECTION 1: PLANNING PROCESS

1.1 Introduction

The LMS was formally adopted by the County, municipalities, and the LMS Steering Committee in 1999. Initial development of the LMS was funded, in part, by the Florida Department of Community Affairs/Florida Division of Emergency Management (FDCA/FDEM) with Federal Emergency Management Agency (FEMA) funds earmarked for the development of comprehensive hazard mitigation planning.

The LMS was established and continues to operate in accordance with prevailing federal, state, and local guidelines and requirements. In 2004, the plan and program were substantially modified to enhance operational effectiveness and to comply with new federal guidelines established in response to the Disaster Mitigation Act of 2000.

In 2016, DEM was accredited by the Emergency Management Accreditation Program (EMAP), demonstrating excellence and accountability in emergency management through a peer-reviewed standards, assessment, and accreditation process, including standards on mitigation practices.

1.2 Purpose

The purpose of the LMS is to develop and execute an ongoing strategy for reducing the community's vulnerability to identified natural, technological, and human caused hazards. The strategy provides a rational, managed basis for considering and prioritizing hazard-specific mitigation options and for developing and executing sound, cost-effective mitigation projects. The LMS also provides a basis for justifying the solicitation and use of local, state, federal, and other funding to support hazard mitigation projects and initiatives.

1.3 Program Organization

This section addresses, in part, the following FEMA requirements:

Requirement: §201.6(c)(1) Documentation of how the plan was prepared must include the schedule or timeframe and activities that made up the plan's development as well as who was involved. **(Element A1)**

Requirement: §201.6(c)(4)(i) The plan must identify how, when, and by whom the plan will be monitored. The plan must identify how, when, and by whom the plan will be evaluated. The plan must identify how, when, and by whom the plan will be updated. The plan must include the title of the individual or name of the department/agency responsible for leading each of these efforts. **(Element A6)**

1.3.1 LMS Structure

The current structure meets federal guidelines and criteria established in response to the Disaster Mitigation Act of 2000 and Title 44 Code of Federal Regulations (See figure 1.1).

Local Mitigation Strategy Coordinator

The LMS Coordinator is a staff member within the DEM and serves as the coordinator for all mitigation projects, committees, and mitigation funding designated for the County. The LMS Coordinator facilitates committee and sub-committee meetings and represents the County on these committees. Specifically, the LMS Coordinator supervises revision and updates to the Local Mitigation Strategy every five (5) years. The LMS Coordinator will be responsible for including minor changes and additions to the LMS during interim periods. Those changes will be documented in the Record of Changes, which can be found in page 3. The LMS Coordinator monitors changes in federal, state, and local laws in the area of mitigation that may affect the County. The LMS Coordinator readies the LMS for approval to the FDEM, the LMS Steering Committee, the BCC, and local municipalities. The LMS Coordinator is responsible for the continued maintenance of the LMS as well as the storing and filing of all documents pertaining to mitigation issues. In addition, the LMS Coordinator is responsible for the coordination of the Project Prioritization List that scores and ranks projects in the County that are eligible for Federal monies. This process is conducted through the LMS Evaluation Panel. Panelists are solicited by the LMS Coordinator on behalf of the LMS Steering Committee based on LMS member recommendations and are subject to approval by the LMS Steering Committee. The LMS Coordinator interfaces with appropriate governmental and non-governmental agencies and offices to ensure LMS goals, objectives, and priorities are consistent with and cross-referenced with those articulated in other existing plans, namely the County's Comprehensive Emergency Management Plan (CEMP). In addition, the LMS Coordinator seeks opportunities at the regional, county, and municipal levels to:

- Update plans, policies, regulations, and other directives to include hazard mitigation priorities
- Encourage the adoption of mitigation priorities within capital and operational budgets and grant applications
- Share information on grant funding opportunities
- Offer guidance for carrying out mitigation actions
- Explore opportunities for collaborative mitigation projects and initiatives
- Facilitate and coordinate the application process and serve as a primary communications link with funding agencies

LMS Working Group

The LMS Working Group represents a broad cross-section of public sector and private sector organizations and individuals, including the general public, regional universities, neighboring emergency management departments, and state coordinators. The LMS Working Group serves as an umbrella organization for coordinating all mitigation programs and activities, supplies the staffing for all committees of the LMS, and is the primary mechanism and forum for exchanging

information and mobilizing the vast expertise and resources of the community. The LMS Working Group also provides suggested updates to various portions of the LMS to be analyzed and considered for inclusion by the LMS Revisions Committee into the next LMS. The LMS Working Group is the overarching group that all other committees are derived from, and provides guidance, suggestions, research, and input into all aspects of the LMS program. The LMS Working Group is currently led by the Chairperson, a Management Analyst for the City of West Palm Beach, and is coordinated by the LMS Coordinator for DEM.

LMS Steering Committee

The LMS Steering Committee consists of 15 members composed of seven (7) municipal representatives, two (2) county/local government representatives, one (1) state/federal government representative, one (1) university/college representative, one (1) healthcare industry representative, one (1) non-profit representative, and two (2) representatives from the private sector. The LMS Steering Committee serves as the LMS program board of directors. As such, it is the primary decision and policy body for LMS sponsored mitigation activity. Members of the committee are replaced as needed with coordination of the committee and the committee chairperson. Each January an updated list is sent to FDEM to be compliant with Florida Statute 27P-22.004. The LMS Steering Committee provides the needed attention to ensure mitigation projects are more cost-effective and focused on threat-specific mitigation priorities and strategies. The LMS Steering Committee also monitors the implementation of the LMS annually, and makes recommendations to jurisdictions and other LMS members regarding how to implement LMS strategies within their jurisdictions. The LMS Steering Committee is led by the Chairperson, a Management Analyst for the City of West Palm Beach, and is coordinated by the LMS Coordinator for DEM.

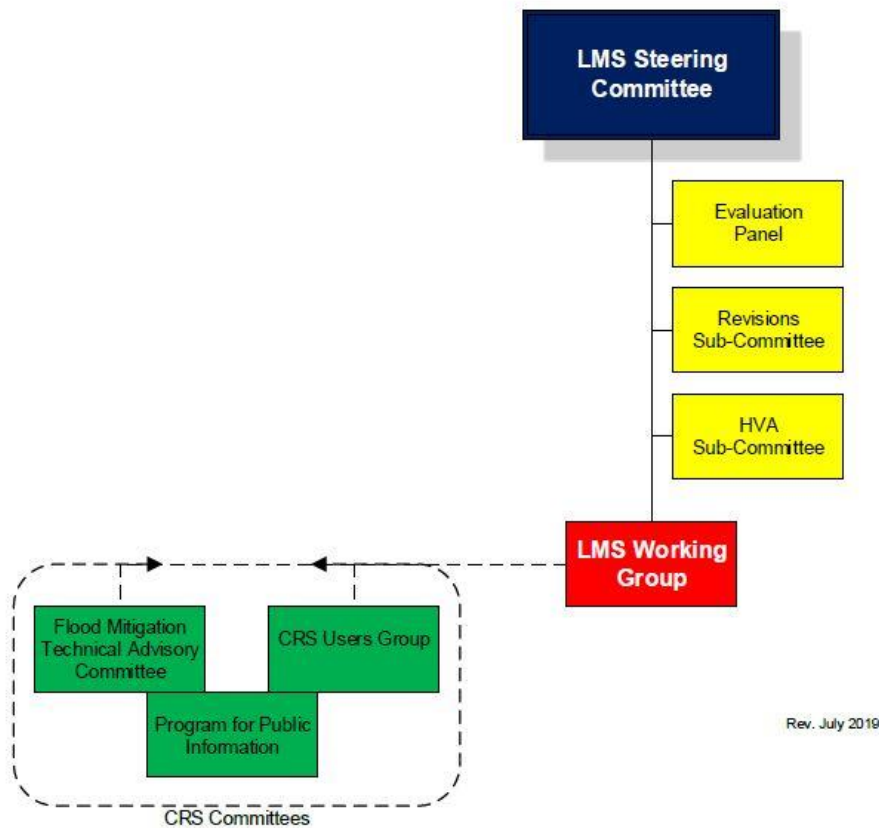


Figure 1.1: PBC LMS Structure

1.3.2 Standing Committees

- **LMS Evaluation Panel** - Designated to review, evaluate, score, and rank mitigation projects applying established local, state, and federal prioritization processes and criteria. The LMS Evaluation Panel is led by the Public Works Director for the City of Greenacres, and coordinated by the LMS Coordinator for DEM.
- **LMS Revisions Sub-Committee** - Designated to review/monitor, update/evaluate, and verify/revise that subsequent LMS plans meet all federal guidelines and criteria. In addition, the revisions committee meets quarterly either in-person or via teleconference to evaluate the effectiveness of the plan, as well as to monitor and update the plan during the five (5) year cycle. The revisions committee has a standing meeting once per quarter. If no issues or concerns with the plan are proposed or presented, the committee instead holds a teleconference. Eighteen to twenty-four months before the plan is due for revisions, in person meetings are held regardless of whether changes need to be made. Biweekly and monthly meetings of the committee are held at least 24 months before the plan expires to ensure all address with the revision are being met and to review the document and present suggested changes, updates, and revisions to the LMS Steering

Committee. The LMS Revisions Subcommittee is led by a Management Analyst for the City of West Palm Beach, and is coordinated by the LMS Coordinator for DEM.

- LMS Hazard and Vulnerability Analysis (HVA) Sub-Committee - Provides a detailed assessment of hazards that may affect PBC and provides mitigation recommendations. Reviews research studies, reports, and technical information regarding possible changes in hazards within PBC and makes recommendations for revision. This subcommittee meets as needed within the revision cycle to provide input to the LMS Revisions Subcommittee relating to hazards and vulnerabilities that may have changed since the last revision. The LMS HVA Subcommittee is led by a Battalion Chief for the City of West Palm Beach, and is coordinated by the LMS Coordinator for DEM.

1.3.3 Community Rating System (CRS) Cooperating Committees

- Flood Mitigation Technical Advisory Committee - Comprised of flood mitigation engineers and experts from public and private sector organizations, is charged with assessing County-wide flood risks and vulnerabilities without regard to jurisdictional boundaries, and recommending flood mitigation priorities, strategies, plans, and projects for LMS consideration and action that optimally benefit to the greater community. CRS Committees are led and coordinated by the CRS Coordinator for DEM.
- Program for Public Information - Comprised of representatives from the county's active CRS communities, local business leaders, and members of the public, this group collaborates on a full range of Outreach Projects Strategy (OPS) initiatives and promote CRS participation. This CRS Committee is led and coordinated by the CRS Coordinator for DEM.
- CRS Users Group – Comprised of representatives of the county's CRS Communities, this group meets quarterly to discuss issues of the day regarding CRS updates, collaborates on best practices for achieving higher levels within various CRS activities, and shares information regarding CRS-related training.

While there is no regulation that requires the CRS committees to meet or coordinate, PBC has a very involved CRS user group that passes information and best practices and meets quarterly. Out of the 39 municipalities in PBC, 28 are involved in the CRS user group. A chart in Appendix J shows the number of Repetitive Loss Properties, the number of insured homes in each municipality, and their CRS rating. [Table 3.1](#) also shows number of repetitive loss properties, total loss claims, CRS ratings, and insurance discounts for PBC and each jurisdiction.

1.4 Participation Requirements

Since the LMS is written using input from all stakeholders, it is important to make sure that the entire PBC community is represented. Each group has different participation requirements; however, all groups are strongly encouraged to participate in the process.

Jurisdictions

Municipal and County participation is critical to the success of the LMS. In order to retain LMS voting rights, qualify for federal mitigation assistance consideration, and otherwise remain a member in good standing, the County and all municipal jurisdictions are expected to conform to the following standards:

- Participation of the representative or alternate in the four (4) annual LMS Working Group meetings; or
- Participation of the representative or officially designated alternate(s) in a majority of the LMS Steering Committee meetings, and
- Participation in a majority of subcommittee meetings; or
- Participation in special conference call meetings of the LMS Steering Committee or subcommittees; and
- Have an officially executed resolution adopting the revised LMS plan on file with the County. In order for a jurisdiction to be eligible for Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance Program (FMAP), and Pre-Disaster Mitigation (PDM) funding programs, they must have an officially adopted resolution and a fully executed interlocal agreement.

More than two (2) absences of the LMS Working Group meeting will be cause for disqualification from the LMS, subject to appeal and review by the LMS Chair. All rights and privileges will be terminated during a period of disqualification and formal reapplication. All jurisdictions will be notified of meetings via email at least one (1) week in advance, and will be updated with meeting summaries thereafter.

Non-Governmental Organizations (NGO) and other Governmental Entities

In order to qualify for LMS grant sponsorship, NGOs and other governmental entities must:

- Have a duly executed letter of commitment to the LMS on file with the County; and
- In the judgment of the LMS Steering Committee, actively participate in, and otherwise support LMS activities.

The Public and Private Sector

The LMS membership believes broad community support, including ongoing public and private sector involvement, is very important to the success of the program. While participation by private organizations and the public is strictly voluntary, their attendance, comments, contributions, and support are actively invited, sought, monitored, and fully documented.

In order to promote the opportunity for broad participation, at a minimum, notices and agendas for all general meetings of the LMS are posted through some combination of newspaper ads or public service announcements; social media, postings on county and municipal websites,

announcements in the county and municipal newsletters and calendars, and blast e-mailings to all previous participants. Additionally, the LMS Coordinator actively solicits new LMS members by reaching out to at least 30 private sector and/or non-profit organizations annually to encourage their participation in the LMS.

1.5 Jurisdictional Adoption

All jurisdictions wishing to participate in and share in the benefits deriving from the LMS program must complete and file a fully executed resolution which conforms to the adoption standards jointly established and amended by the PBC BCC and the LMS Steering Committee.

1.6 New Jurisdictions/Entities

In the event municipal jurisdictions are added, deleted, or merged within the County, the LMS will appropriately adjust its membership rolls as necessary and require any newly defined jurisdictions to provide documentation necessary for participation in the program.

1.7 Jurisdictional Participation

The County has 39 municipalities. In addition to jurisdictions being encouraged to participate, each member is provided minutes from the previous LMS Working Group or LMS Steering Committee meeting within one week following the meeting. Participation is also monitored with sign-in sheets. This information along with a roster of the primary LMS representative from each municipality can be found in Appendix L. Also located in Appendix L are the minutes and sign-in sheets of the LMS Working Group, Steering Committee, HVA Subcommittee, and Revisions Subcommittee meetings.

The following jurisdictions currently have LMS members. Details (such as names and titles) can be found in Appendix L:

Atlantis, Belle Glade, Boca Raton, Boynton Beach, Briny Breezes, Cloud Lake, Delray Beach, Glenn Ridge, Golf, Greenacres, Gulf Stream, Haverhill, Highland Beach, Hypoluxo, Juno Beach, Jupiter, Jupiter Inlet Colony, Lake Clarke Shores, Lake Park, Lake Worth Beach, Lantana, Loxahatchee Groves, Manalapan, Mangonia Park, North Palm Beach, Ocean Ridge, Pahokee, Palm Beach, Palm Beach Gardens, Palm Beach Shores, Palm Springs, Riviera Beach, Royal Palm Beach, South Bay, South Palm Beach, Tequesta, Wellington, West Palm Beach, and unincorporated Palm Beach County.

1.8 Guiding Principles

The LMS guiding principles are an expression of the community's vision of hazard mitigation and the mechanisms through which it is striving to achieve that vision. The principles address concerns of the community relative to natural, technological, and human caused hazards. The

County's LMS prides itself on working to reduce hazards and vulnerability through well-designed and effective mitigation projects and activities.

1.9 Process

As part of the process, a survey was distributed to each jurisdiction to understand their local issues. The LMS Steering Committee, along with the LMS Working Group, assessed existing plans, studies, and strategies. Using state and federal guidance on how an LMS update should be constructed, the LMS Steering Committee and LMS Working group developed a comprehensive list of hazards of concern. From these defined hazards, the LMS Working Group identified areas of concern from existing plans and future considerations.

These areas of concern include:

- Loss of life
- Loss of property
- Community sustainability
- Health/medical needs
- Sheltering
- Adverse impacts to natural resources (e.g., beaches, water quality)
- Damage to public infrastructure (e.g., roads, water systems, sewer systems, stormwater systems)
- Economic disruption
- Fiscal impact
- Recurring damage
- Redevelopment/reconstruction
- Development practices/land use
- Intergovernmental coordination
- Public participation
- Repetitive flood loss properties
- Historical structures

1.10 Strategy

The strategy used for the development and revision process of the LMS, consisted of the following tasks:

- 1) Public involvement to ensure a representative plan
- 2) Coordination with other agencies or organizations
- 3) Hazard area inventory
- 4) Risk and Vulnerability Assessment
- 5) Incorporating existing plans, reports, best practices, and technical information into the LMS
- 6) Review and analysis of possible mitigation activities

- 7) Evaluation of effectiveness of current LMS
- 8) Local adoption following a public hearing
- 9) Periodic review and update

1.11 Benefits

Adoption of this strategy will provide the following benefits to both County and municipal governmental entities:

- Compliance with Administrative Rules 9G-6 and 9G-7, Florida Administrative Code (FAC), requirements for local Comprehensive Emergency Management Plans to identify problem areas and planning deficiencies relative to severe and repetitive weather phenomenon, and to identify pre and post-disaster strategies for rectifying identified programs
- Universal points from the National Flood Insurance Program's (NFIP) CRS Program for developing a Floodplain Management Program, which may help further reduce flood insurance premium rates for property owners
- Access to FEMA's Federal grant programs
- Compliance with the Disaster Mitigation Act of 2000
- Set forth the guiding principles with which both the County and municipal governmental entities of PBC will address the issue of all hazard mitigation
- Identify the known hazards to which the County is exposed, discuss their range of impacts, and delineate the individual vulnerabilities of the various jurisdictions and population centers within the County ([Section 2, Hazard Identification and Vulnerability Analysis](#))
- Develop a detailed method by which PBC (municipalities and County government) can evaluate and prioritize proposed mitigation projects along with new federal requirements
- Develop the process and schedule by which this entire LMS will be reviewed and updated to include public participation

1.12 Criteria and Procedures for Revision

This section partially addresses the following FEMA requirements:

Requirement: §201.6(b)(1) The plan must document how the public was given the opportunity to be involved in the planning process and how their feedback was incorporated in the plan. The opportunity for participation must occur during the plan development, which is prior to the comment period on the final plan and prior to the plan approval/adoption. **(Element A1 and A3)**

Requirement: §201.6(c)(1) Documentation of how the plan was prepared must include the schedule or timeframe and activities that made up the plan's development as well as who was involved. **(Element A3)**

This document will be updated a minimum of every five (5) years by the LMS Coordinator with the assistance and input of the LMS Revision Subcommittee, LMS Steering Committee, LMS Working Group, and approval of the LMS Steering Committee.

As many items have changed in the past five (5) years for PBC communities, the following is a description of the review process to show changes the development of several of the sections and priorities from the previous plan:

- **Planning Introduction Section:** This section includes an overview of the plan, an introduction, a discussion on the scope and purpose of the document, along with goals and objectives, and the participants in the planning process. This section was revised to reflect the most current approaches taken by the PBC LMS Working Group and standing committees.
- **Hazard Identification and Vulnerability Analysis:** All hazards received a new review and identified as potential or emerging trends with other hazards classified as “threats” and not “hazards.” Most of the historical occurrences were updated to include current events, facts, or figures since the previous update. Other methodologies for a hazard and vulnerability tool were assessed. Sea Level Rise and flooding objectives received new emphasis and heavily incorporated to a new section within the LMS.
- **Development of Mitigation Initiatives:** Several LMS Committee meetings and Working Group meetings were devoted to enhancing project submissions and revisions to the Project Priority List and Project Submission Form in order to more accurately rank older projects and receive information on new projects. Much of this section was revised to reflect the changes discussed. However, some of the information on funding sources and benefit cost ratios remains unchanged from its source information and remains a subject of detailed education efforts to stakeholder members in order to form well detailed project submissions.
- **Implementation and Maintenance of the LMS:** This remains important due to continuing turnover from the membership of the Working Group. New members have been identified and continue to act as stakeholders to the whole community.
- **Appendices** These sections were updated accordingly based on newer and relevant information. As PBC supports many LMS Committees, we utilized sample document outcomes from each Group to detail actions taken to implement the LMS.

The public is given an opportunity to review this document and provide comments through the County website, public meetings held both prior to and after revisions have been made to actively solicit public input into the LMS, online surveys, as well as committee meetings. Ongoing maintenance revisions may also be made based upon experience from any significant events such as a hurricane, tornado, sea level rise, hazardous materials spill, or any other occurrence where mitigation could benefit the community. Changes in federal, state, and local laws will also be reflected in the updated version of this document. The revisions will then be

distributed to all affected parties by the LMS Coordinator. The Record of Changes, located at the front of this document, will be used to record ongoing maintenance of the plan during interim periods between complete revision cycles.

- The evaluation criteria which are used include:
 - New mandates from federal, state, or local agencies that require changes to the Local Mitigation Strategy, including new or changing laws, policies or regulations.
 - Societal developments or significant changes in the community that must be added to the current LMS.
 - Changes in the Comprehensive Plan or any other form of standard operating procedure.
 - The mitigation opportunities implemented. The priorities for implementation are the same.
 - Recommendations or lessons learned from any major incidents that have occurred since last adoption.

During the revision process, each criterion is addressed to determine if they are still valid and adjustments are made as necessary. All existing mitigation opportunities that are determined to still be viable projects will be left standing. All those that are determined to be no longer workable will be set aside for further review and revision, or dropped as no longer feasible.

Once revisions are approved by the LMS Steering Committee, the LMS Coordinator provides the copy to all members, on the website, and to the State of Florida's Mitigation Bureau for approval. After approval by the State, the LMS Steering Committee and LMS Coordinator hold a public showcase to allow a final chance for public input. Once the LMS Revisions Subcommittee reviews public comment for possible inclusion, and makes any final revisions required by the State, the LMS Coordinator distributes to members for final adoption by governing bodies. Communities will then present the LMS to the public after adoption through the same public meetings/websites/etc. process used in the update cycle.

The following graphic shows the current LMS2020 Timeline, detailing the schedule and timeframe adopted by the LMS Steering Committee in 2016 for the 2020 revision cycle.

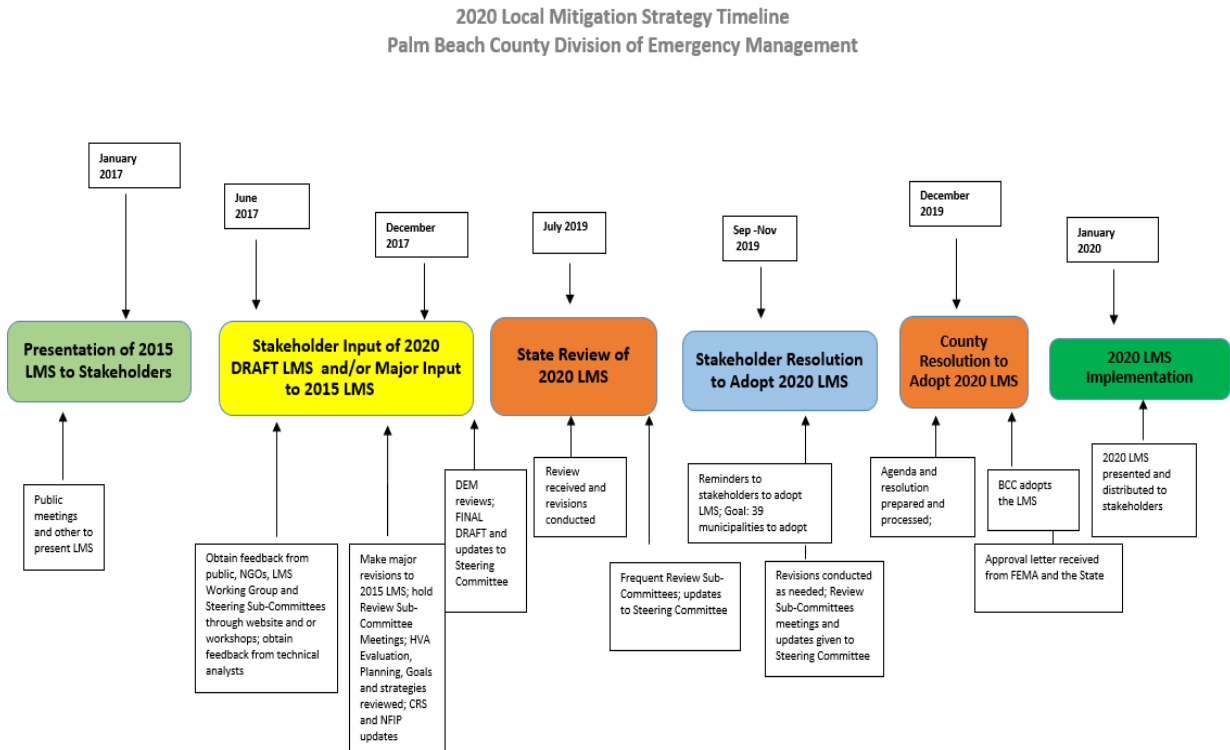


Figure 1.2: LMS2020 Timeline for PBC

1.13 Goals

1. Reduce the loss of life, property, and repetitive damage from the effects of natural, human caused, and technological hazards from all sources but especially hurricanes, tornadoes, major rainfall, and other severe weather events.
2. Achieve safe and fiscally sound, sustainable communities through thoughtful long-range planning of the natural and man-made environment.
3. Take preventative actions to reduce the number of repetitive loss properties published annually by FEMA on the list of “Repetitive Loss Properties.”
4. Qualify the county and jurisdictions for incremental improvements on the CRS classification in relation to flood insurance under the NFIP and to reduce flood hazard risk.
5. Optimize the effective use of all available resources by establishing public/private partnerships, and encouraging intergovernmental coordination and cooperation.
6. Promote awareness and preparedness through the distribution of information on hazards and measures to mitigate them.
7. Increase the level of coordination of mitigation management concerns, plans and activities at the municipal, county, state, and federal levels of government in relation to all hazards.
8. Establish a program that facilitates orderly recovery and redevelopment, and minimizes economic disruption following a disaster.
9. Ensure an enforceable commitment for the implementation of the local hazard mitigation strategy.

1.14 Objectives

The ultimate objectives of the LMS are to:

1. Improve the community’s resistance to damage from known natural, human caused, and environmental hazards.
2. Place PBC in a position to compete effectively and productively for pre- and post-disaster mitigation funding assistance.
3. Encourage strong jurisdictional, nongovernmental, and public participation and support of LMS activities.

4. Reduce the cost of disasters at all levels.
5. Facilitate community recovery when disasters occur.
6. Minimize recurrence of damage by incorporating mitigation into post-disaster rebuilding.
7. Promote intelligent development.

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SECTION 2: HAZARD IDENTIFICATION AND VULNERABILITY ANALYSIS

This section represents a hazard and vulnerability analysis, through a comprehensive HVA assessment commissioned by the County done in 2013. As part of the LMS2020 Update, the LMS HVA Subcommittee reviewed the following plans, studies, reports, and technical information, and provided updated information to be added to Section 2:

- Florida State Hazard Mitigation Plan Drafts (2017)
- *2016 Palm Beach County Supplemental Summary*, Statewide Regional Evacuation Study, Palm Beach County Appendix (technical data update report on demographics, regional hazard analysis, and regional vulnerability and population analysis)
- *The Favorability of Florida's Geology to Sinkhole Formation* (June 2017)
- State of Florida Mitigation Goals and Capabilities (2018 draft)
- Florida Repetitive Loss Strategy (2017 draft)

All other documents used in the creation of the comprehensive HVA assessment in 2013 are listed in Appendix A.

This section addresses, in part, the following FEMA requirements:

Requirement: §201.6(b)(3): The plan must document what existing plans, studies, reports, and technical information were reviewed.

Requirement: §201.6(c)(2): The plan shall include a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.

Requirement §201.6(c)(2)(i): The risk assessment shall include a description of the type of all natural hazards that can affect the jurisdiction.

Requirement §201.6(c)(2)(i): The risk assessment shall include a description of the location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

Requirement §201.6(c)(2)(ii): The risk assessment must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged by floods.

Requirement §201.6(c)(2)(ii): The risk assessment shall include a description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.

2.1 Hazard Identification

Section 2.1 and Table 2.1 list the general hazards to which PBC is vulnerable and indicates their projected impact potential across the entire spectrum of community exposure and services. [Section 2.1, Hazard Identification](#), describes these hazards in detail and discusses countywide exposures; [Section 2.2, Vulnerability Assessment](#), discusses specific vulnerabilities faced by the individual governmental entities, County and municipal, forming the PBC community. Vulnerability, probability, and risk assessments for the County and municipal jurisdictions, and a countywide impact analysis are contained in Appendix A. [Section 2.3, Risk Assessment](#), describes the elements considered in the risk assessment process. Hazard & Risk Assessment Maps and potential loss values for PBC and each jurisdiction are located in Appendix G and Section 2B. The majority of hazards in PBC affect most areas of the county equally. However, there are a few that maybe more concentrated in one (1) area of the county. For example, a Herbert Hoover Dike Breach would cause more severe damage to the western communities. For the purpose of this document, the County has been divided into four (4) geographical areas: Northern Palm Beach, Southern Palm Beach, Western Palm Beach, and Coastal PBC.

In each of the hazards identified and defined, the latest occurrence of that event hazard is listed. For example the last major hurricane to PBC was in 2017.

In addition, the charts will show probability of occurrence and impact. These are rated as low, under 5% chance of occurring, medium, 5% - 15% chances of occurring, or High, greater than 15% chance. These rating correspond with the information in the charts.

Each disaster affects PBC differently based on the severity and scope of the disaster and where it occurred in the County. While impacts to structures, infrastructure, people, and the environment will be addressed within each individual hazard, in most cases unless the disaster is significant, (major or catastrophic), in duration and destruction, impact will be minimal and can be handled with resources within the County. If not specifically discussed in the hazard, it is assumed that there would be no or minimal impact to the to the County.

The charts in Appendix A will provide additional information on impacts.

Disasters are classified by the magnitude of their effect. The recognized classification system is as follows:

- Minor Disaster - Any disaster that is likely to be within the response capabilities of local government and results in only minimal need for state or federal assistance. The damage level to life and property is minimal and can be controlled and contained with resources within the municipality, or county in which they occurred.
- Major Disaster - As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C 5122) a major disaster is any natural catastrophe (earthquakes, explosion, fire, flood, high water, hostile actions, hurricanes, landslide, mudslide, storms, tidal wave, tornado, wind-driven water, snowstorms, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination

of the President causes damage of sufficient severity and magnitude to warrant disaster assistance under this Act to supplement the effort and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

- Catastrophic Disaster – A disaster event that results in large numbers of deaths and injuries; causes extreme damage or destruction of facilities that provide and sustain human needs; produces an overwhelming demand on the state and local response resources and mechanisms; causes a severe long-term effect on general economic activity; and severely affects state; local, and private sector capabilities to begin and sustain response activities.

The hazards identified in [Table 2.1](#) and discussed in [Section 2.1](#) are organized based on their maximum projected impact potential. This means that hazards capable of producing the maximum community-wide impact, such as hurricanes and floods, are discussed first. This does not mean other identified hazards are less important or less worthy of mitigation, it simply means that their potential to affect the total community is lower.

Table 2.1

Identification and projected impact potential for hazards

Hazard Category	Projected Impact Potential																			
	Excessive Wind	Excessive Water	Damaging hail	Soil/beach erosion	Electric power outage	Surface and air transportation	Navigable waterway impairment	Potable water system loss or disruption	Sewer system outage	Telecommunications system outage	Human health and safety	Psychological hardship	Economic disruption	Disruption of community services	Agricultural/fisheries damages	Damage to critical environmental resources	Damage to identified historical resources	Fire	Toxic releases	Stormwater drainage impairment
NATURAL																				
Flood		√		√	√	√	√	√	√		√	√	√	√	√	√	√	√	√	√
Hurricane/Tropical storm	√	√		√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Tornado	√				√	√				√	√	√	√							
Severe thunderstorm	√	√	√		√	√				√	√	√	√					√		√
Drought													√		√	√		√		
Temperature extremes					√						√	√	√		√	√		√		
Agricultural pest/disease											√	√	√		√	√				
Wildfire					√	√				√	√	√	√	√	√	√		√	√	
Muck Fire						√					√		√		√	√		√	√	
Soil/beach erosion				√			√						√			√				√
Seismic hazards						√													√	
Sea Level Rise		√		√		√	√	√					√	√	√	√	√			√
Geologic						√	√	√					√						√	
Pandemic											√	√	√	√						

Hazard Category	Projected Impact Potential																			
	Excessive Wind	Excessive Water	Damaging hail	Soil/beach erosion	Electric power outage	Surface and air transportation	Navigable waterway impairment	Potable water system loss or disruption	Sewer system outage	Telecommunications system outage	Human health and safety	Psychological hardship	Economic disruption	Disruption of community services	Agricultural/fisheries damages	Damage to critical environmental resources	Damage to identified historical resources	Fire	Toxic releases	Stormwater drainage impairment
TECHNOLOGICAL																				
Herbert Hoover Dike Breach		√					√		√		√	√	√	√	√					√
Hazardous material accident						√					√	√	√						√	√
Radiological accidents (nuclear power plant)						√	√				√	√	√	√			√			√
Communications failure											√			√	√					
Hazardous material release						√					√	√	√	√				√	√	
Transportation accident						√	√				√		√	√				√		
Wellfield contamination								√	√		√	√	√	√						
Power failure (outage)					√	√		√	√	√	√	√	√							
HUMAN CAUSED																				
Civil disturbance						√					√	√	√	√			√			
Domestic Security: Terrorism, sabotage, and cyber attacks					√	√		√		√	√	√	√		√	√	√	√	√	
Mass migration											√	√	√	√						
Workplace/ school violence											√	√	√	√						

2.1.1 Natural Hazards

2.1.1.1 Flooding

Frequencies from flooding associated with rain events other than tropical storms and hurricanes are more difficult to estimate. Eastern Florida shows an annual dry cycle stretching from early November through mid-May. During this part of the year, monthly rainfall rarely exceeds 2.5 to 4.0 inches per month. The wet season, beginning in mid-May and running through late October, shows monthly rainfall levels in the area to be 6.0 to 8.5 inches. Heaviest rainfall usually occurs in June and September. In PBC, the eastern or coastal section of the County receives more rain than the western section, however, all of PBC can be affected by flooding. This rainfall pattern coupled with the hurricane season (June through November) makes PBC particularly vulnerable to flooding associated with late season tropical storms and hurricanes because they typically occur when the water table is high and the ground is saturated. Based strictly on the historical flooding events presented below, the probability of even a minor flooding event somewhere in PBC over the past 10 years tends to lean towards at least once annually. More information is available through the DEM webpage accessible at: <http://pbcgov.com/flood>.

Historical Flooding Events

Flood of fall 1947. This flood is generally considered to be the most severe flood recorded in southern Florida. Heavy rainfall, including the rains from two (2) hurricanes, occurred over a period of five (5) months. Many parts of PBC were flooded for months and there was extensive damage to dairy pastures and agriculture in general. Such a flooding event would be much more significant today because of the increase in land development.

Flood of October 1952. As occurred in 1947, this flood was preceded by five (5) months of heavier than normal rainfall, which included a tropical storm in October. June through October rainfall was approximately 48 inches. Damage was heaviest in the beef cattle industry, with extensive losses of improved pasture land that required supplemental feeding of cattle. Vegetable growers and dairy farmers also suffered significant losses as a result of this flood.

Rains of January 1957. On January 21, 1957, PBC received nine (9) to 21 inches of rainfall within a 24-hour period. There was severe flooding in the vegetable garden areas of the County and much crop damage. Some fields had to be pumped out. Local crop damage was estimated at \$1,000,000.

Flood of June 1959. Heavy rains fell across most of central Florida from June 17 to 21. These rains were associated with and followed a tropical depression, and caused extensive flooding in poorly drained, low-lying agricultural areas and some residential sections. Considerable pasture land and some citrus land in PBC were inundated. Some highways also sustained damage from these flood waters.

Rains of October 1966. On October 22, 1966, heavy rains ranging from eight (8) to ten (10) inches over a 24-hour period destroyed approximately 4,200 acres of vegetable crops.

Rains of March 1982. On March 28-29, 1982, PBC was subjected to a severe coastal storm with heavy rains and high winds. Lantana measured 16 inches of rain over a 24-hour period. High seas sunk a Haitian freighter and a total of 11 people were drowned.

The Great Thanksgiving Holiday East Coast Storm of 1984. A strong low-pressure system developed east of Florida and coupled with a high-pressure system to produce an extremely strong pressure gradient leading to gale force winds and high seas along the entire Florida east coast. Heavy rains fell over most of central Florida, and this surface runoff, coupled with the wind packing of seawater along the coast resulted in extensive coastal erosion and flooding. Many coastal structures were damaged or destroyed, including several in PBC.

Flood of January 1989. On January 21 - 22 1989, PBC experienced a gale with subtropical storm characteristics that caused extensive beach erosion and dropped four (4) to six (6) inches of rain across the County. This caused ponding of water in low-lying areas. Several homes and a motel were damaged. Road flooding caused several accidents.

The Unnamed Storm of October 1995. Almost exactly one (1) year after the Hurricane Gordon flooding incident in 1994, a stalled frontal system dropped over 15 inches of rain on PBC over a period of 29 hours. In the intervening year between these two (2) events, some communities in PBC had conducted a number of mitigation projects and initiatives designed to improve drainage and prevent flooding in known flood prone areas. These mitigation projects and initiatives undoubtedly reduced the extent of flooding and flood related damages during the 1995 flooding event, nevertheless, the County did experience significant flooding again in 1995.

Unnamed Storm of January 1999. On Saturday, January 2, 1999, a cold front stalled over the northern part of PBC. Warm, moist air from the Bahamas became entrained in this frontal system and produced a localized, intense rain event in northern PBC. Initial reports indicated 21 inches of rain in a 12-hour period. This later turned out to be an erroneous reading from the recording instrument involved; however, it is generally recognized that between 18 and 22 inches of rain fell in the northern third of the County over a 12 to 18 hour period. Flooding was even more extensive than in the 1995 event, but it is interesting to note that many areas where flooding mitigation projects had been implemented remained dry, or showed a minimum of damage compared to areas where planned mitigation had not yet been implemented. Hardest hit were the Riviera Beach and Lake Park jurisdictions with a total of over \$6,000,000 damage between them. Flooding was extensive along Northlake Boulevard. Erosion caused the collapse of a portion of I-95 that was under construction. [Table 2.2](#) shows the final damage assessment in PBC from this storm.

Record Rainfall June - July 2002. On July 14, 2002, a record 27 consecutive days of rain concluded. The combined June - July rainfall total was six (6) inches below the all-time record. June rainfall was 20.16" (12.5% above normal). The County experienced five (5) days of one (1) inch or more rain. The water level in Lake Okeechobee rose to 12.57 feet. Because this rainy period was preceded by an extended dry period and rains were spread over several days, flooding was limited to street flooding.

Hurricane Frances September 4, 2004. A maximum storm-total rainfall amount of 12.56 inches was measured at West Palm Beach International Airport with 10.26 inches occurring in a 24-hour period. Unofficial storm-total rainfalls included 9.56 inches at Boynton Beach, eight (8) inches at Deerfield Beach and 7.18 inches at the Hillsboro Canal. Widespread storm-total amounts of three (3) to five (5) inches occurred in southeast and interior south Florida with southwest Florida averaging one (1) to three (3) inches. Rainfall flooding was mostly minor except for a few locations in PBC, which had up to three (3) feet of standing water. A section of I-95 in PBC was closed due to a large sinkhole. Within the confines of the Herbert Hoover Dike, water levels on Lake Okeechobee fluctuated up to five (5) feet above and below normal.

Hurricane Jeanne September 25, 2004. A South Florida Water Management District (SFWMD) gauge measured a maximum storm-total rainfall amount of 10.22 inches over the eastern portion of Lake Okeechobee. A SFWMD gauge about four (4) miles west of West Palm Beach International Airport measured 9.10 inches with 8.79 inches of that occurring in a 24-hour period. At Moore Haven, 5.99 inches of rain was measured. Widespread storm-total amounts of one (1) to four (4) inches occurred in most of southeast and interior south Florida with Miami-Dade County and Collier County averaging one-half (1/2) to one (1) inch. Mostly minor rainfall flooding was observed except locally in Palm Beach Gardens, Jupiter and in the farmlands of western PBC where it was more severe. Within the confines of the Herbert Hoover Dike, water levels on Lake Okeechobee fluctuated up to seven (7) feet above and below normal causing severe flooding of some marinas.

Flood of June 5, 2005. Eight (8) inches of rain in three (3) hours caused flooding in streets and businesses in Boca Raton and in Highland Beach. Cars were stalled and Federal Highway was closed for a nine-block section from NE 20 to NE 29 Street.

Hurricane Wilma October 24, 2005. Rainfall amounts across South Florida generally ranged from two (2) to four (4) inches across southern sections of the peninsula to four (4) to six (6) inches across western Collier County and around Lake Okeechobee, with a maximum amount of 7.21 inches in Clewiston. There was scattered street flooding.

Flood of December 14, 2006. A slow-moving low-pressure trough caused very heavy rains and significant flooding over parts of PBC. West Palm Beach International Airport received a total of 8.21 inches of rain ending at 7 PM on December 15. Other locations in Central and Southern PBC received between six (6) and eight (8) inches of rain. Northern Broward County received lesser amounts in the two (2) to three (3) inch range. Several streets and roads were closed in the city of West Palm Beach, with water reaching up to three (3) feet deep in some areas. Hardest hit was the neighborhood of Pineapple Park. Many vehicles were stranded in the deep water, with local police receiving about 120 calls for assistance. No significant damage was reported to property despite water entering homes and businesses. Florida Power and Light reported 20,000 customers without power during the afternoon and early evening hours. Shelters were opened for people left homeless by the floods, but only five (5) people arrived as of 8:20 PM.

Flood of January 22, 2008. Intense rains affected Boynton Beach and the northwest section of Delray Beach during the late afternoon and evening hours of January 22. Maximum observed rainfall amounts were between four (4) and six (6) inches in Boynton Beach, although Doppler radar estimated as much as ten inches of rain fell in just over three (3) hours. Numerous reports of flooding were reported. A trained spotter reported water getting into houses in the corridor west of Federal Highway and east of Congress Avenue between Boynton Beach Boulevard and Woolbright Road. Water rose to as high as two (2) feet along sections of Congress Avenue. Significant flooding was reported at the parking lot of Boynton Beach mall. The I-95 on-ramp at Gateway Boulevard was closed due to the water depth, as were sections of Boynton Beach Boulevard. Dozens of vehicles stalled and 40 traffic accidents were reported due to the rain and standing water. The combination of a mid and upper level trough moving east across South Florida and a developing warm frontal boundary provided the necessary atmospheric conditions for intense rains and flooding in the Boynton Beach area on January 22.

March 22, 2008. Heavy rain across the Wellington area produced multiple reports of knee-deep water in yards and across roadways. Heavy rain across central portions of PBC including the Wellington area produced flooded roads and water approaching a structure.

May 24, 2008. Flooding reported at the intersection of Linton Boulevard and Congress Avenue making the intersection impassable. Flooding also reported along Nassau Street with water intruding into some homes. Flood waters were near two (2) feet deep at some locations. A shortwave moved across South Florida during the afternoon hours allowing multiple severe thunderstorms to develop across southeast Florida. A total of 8,200 customers lost power due to the severe thunderstorms in the three-county area of Palm Beach, Broward and Miami-Dade counties.

March 21, 2009. A warm front lifted north through South Florida during the day of March 21. Unstable air south of the front combined with warm temperatures to produce strong and severe thunderstorms over PBC. About 5,000 customers lost power. Significant flooding was reported in the Palm Beach Gardens and North Palm Beach areas. Flooding was most severe in the area of Pearl Street and Riverside Drive, and along US 1 near PGA Boulevard. Water reached the windows of cars in some cases. The flooding along US 1 was exacerbated by construction on the highway.

August 14, 2010. Strong and slow-moving thunderstorms produced flooding in the Jupiter area due to light atmospheric flow and copious moisture. A spotter reported severe street flooding in Jupiter and the closing of Central Boulevard and Indian Creek Parkway. Rainfall of 2.75 inches reported within 45 minutes.

October 28, 2011. A weak frontal boundary across South Florida, in combination with a flow of deep tropical moisture from the western Caribbean Sea associated with the remnant of Hurricane Rina, led to periods of very heavy rain and significant flooding lasting the better part of four (4) days. An estimated 2,000 customers lost power across South Florida due to the rain. Rainfall amounts of six (6) to nine (9) inches fell over southeastern PBC in less than six (6) hours,

leading to numerous reports of flooded streets and some road closures. No reports were received of water entering structures.

August 26, 2012. Tropical Storm Isaac moved west-northwest across the Florida Straits south of the Florida Keys on August 26. The northern edge of the wind and rain area associated with Isaac affected the South Florida peninsula throughout the day on the 26th. Isaac continued on a west-northwest track into the Gulf of Mexico on the 27th with winds, rain and flooding continuing over parts of South Florida. Moderate to severe flooding affected a large portion of metro PBC west of the Florida Turnpike. Hardest hit communities include The Acreage, Royal Palm Beach, Loxahatchee and Wellington. Canals were overtopped and communities were stranded by high water for several days after the rains stopped. Few homes suffered water damage, but major damage was sustained to infrastructure, including roads and water management structures. Rainfall amounts as high as 16 inches were measured in Royal Palm Beach and Loxahatchee, with estimates in excess of 18 inches in a two-day period.

August 27, 2012. Flooding persisted over the western communities of PBC through the end of August as a result of torrential rains from Tropical Storm Isaac, which occurred on August 26 and 27.

It is important to note that many of the areas that experienced heavy flooding in both the 1994, 1995, and 2012 rainfall events were not in designated flood zones. For those areas where the Flood Insurance Rate Maps (FIRM) did indicate a flooding hazard, these two events both exceeded the 100-year storm levels and occurred back-to-back. The 1999 event was extremely localized, but rainfall exceeded all previous records in specific areas, and was beyond the design capacity of virtually all drainage systems in the County.

Often when these types of intense rainfall events occur, streams and drainage ditches tend to reach peak flood flow concurrently with tidal water conditions associated with coastal storm surge. This greatly increases the probability of flooding in the low-lying areas of the coastal zone. Areas along the Intracoastal Waterway are particularly susceptible to flooding under these conditions. The most flood prone areas in the eastern portion of PBC poorly drained soils, a high water table, and relatively flat terrain; all of which contribute to their flooding problems. Flat terrain and heavily wooded areas aggravate flood problems by preventing rapid drainage in some areas.

January 9, 2014. During the night of Thursday, January 9, 2014, several mesoscale meteorological factors combined to produce torrential rainfall across portions of coastal PBC over a rather short period. From roughly 8:00 p.m. until midnight, several locations received over 12 inches of rain in just those few hours, with one (1) mesonet site just west-southwest of Hypoluxo receiving an astonishing 22.21 inches during the same time frame according to National Oceanic and Atmospheric Administration (NOAA).

In addition, heavy rains continue for 12 hours causing major flooding in the Kings Point area, at Atlantic Avenue and Jog Road in suburban Delray Beach.

Estimated rainfall totals in that area were almost 12 inches, according to the SFWMD. A number of homes sustained minor damages and a presidential declaration was sought but not granted due to the damage not meeting federal threshold guidelines.

October 21, 2014. During the afternoon hours, portions of coastal PBC were inundated with flooding rains for the second time this year. Although this event was not near to the magnitude of the flood event in January, it did produce copious amounts of rainfall over a short period. Many roads were blocked which left motorists stranded. Portions of metro PBC received anywhere from one (1) to three (3) inches of rainfall while some coastal locales received nearly 10 inches. The worst impacted areas were between downtown West Palm Beach and Riviera Beach where many roads became flooded and impassable.

March 24, 2016. A combination of daytime heating, deep moisture, and a passing upper level system lead to numerous afternoon showers and thunderstorms across South Florida, especially across the east coast metro areas. Heavy rainfall from training storms also brought flooding across southern PBC. Heavy rainfall fell across northern Broward and southern Palm Beach counties during the afternoon hours. Flooded roadways were reported in Boca Raton, including portions of US1//Federal Highway. Numerous cars were stalled along flooded roadways. Flood damages were sustained to several buildings including the library on the campus of Florida Atlantic University in Boca Raton. Flood damages were also sustained to the Boca Raton city hall where water came in through damages to the roof during the heavy rainfall and lead to a couple of inches of water in the first floor main hallway. Water damage was also reported in the Town Center at Boca Raton. Rainfall amounts measured around five (5) to six (6) inches of rain in six (6) hours across the region.

June 3-9, 2017. A disturbance meandered across the Gulf of Mexico and led to nearly a week of heavy rainfall across South Florida. The storm set a record rainfall in PBC, breaking the 1904 record set in West Palm Beach with 4.18 inches of rain. During the entire week, over 8.54 inches of rain fell, but only caused street flooding. The county did not experience flooding inside houses, as the flood control measures were successful in handling the rain amounts, although street flooding was common during this time.

Hurricane Irma September 10-11, 2017. Hurricane Irma, while causing millions of dollars of damage to the State of Florida as it tracked through the Florida Keys, north across the Gulf coast, and then across the state towards Jacksonville, surprisingly did not cause an issue with flooding damage in PBC. It is acknowledged that mitigation efforts over the years are likely reducing the amount of flooding during these fast-moving rain events, and only wind damage was sustained.

Flood Water Sources and Frequency of Occurrence

Sources of flood waters in PBC include:

- The Atlantic Ocean
- The Intracoastal Waterway
- Lake Okeechobee
- The West Palm Beach Canal

- The Hillsboro Canal
- The North New River Canal
- The Miami Canal

Major water retention areas include:

- Corbett Wildlife Management Area
- Loxahatchee Wildlife Refuge and WCA No. 2
- The Rotenberger/Holey Land Area

Floodplains designated on the FIRM are based on the 1% annual flood chance or the 100-year flood event. The 500-year flood event with a 0.2 % annual chance of occurrence is used to designate other areas of the community, which may have some vulnerability to flooding. Additional flood information is addressed in [Section 2.2.1.2](#). The PBC Flood Insurance Rate Maps are were updated and went into effect October of 2017.

Table 2.2

*Final damage assessment from the January 1999 storm.**

Jurisdiction or Geographic Area	Number of Structures Damaged	Residential and Business Loss	Public Infrastructure Loss	Total Jurisdiction Loss
Unincorporated Palm Beach County	94	\$884,000	\$119,655	\$1,002,655
Lake Park	2	\$2,008,200	\$67,000	\$2,075,200
Riviera Beach	201	\$2,927,075	\$28,000	\$2,965,075
Palm Beach Gardens	126	\$675,400	\$12,000	\$688,400
North Palm Beach	25	\$40,000	B	\$40,000
North Jupiter	1	B	B	--
Northern Palm Beach Improvement District	B	B	\$51,000	\$51,000
Total County Losses	460	\$7,524,675	\$288,655	\$7,822,220

* Data from DEM.

As a relatively flat, low lying, heavily developed coastal county that experiences frequent intense rain events and periodic tropical storms, PBC is especially susceptible to flooding. Flooding in the County has historically taken one (1) of the following forms:

1. Flash flooding resulting in the rapid buildup of flood waters from intense localized precipitation that exceeds drainage capacities
2. General flooding resulting from a buildup of water levels over time
3. Water body overflows resulting from excessive rainfall or water management actions
4. Coastal surge flooding driven by storm-force winds
5. Dike breaches or overtopping related to major rain and tropical storm events

Causes of Local Flooding

Significant factors contributing to inland flooding include rainfall intensity, rainfall frequency, rainfall duration, surface conditions, topography, and inadequate natural drainage.

The County's torrential rains, low and flat terrain, and large number of inland water bodies, conspire to create a significant probability for inland flooding. An additional, increasingly significant, contributing factor is rapid water runoff associated with the vast areas of impervious surfaces created by new development, creating flood prone areas where they did not previously exist.

In urban areas, grates and drains can become overtaxed or blocked with debris, leaving no space for excess water to enter drainage and sewer systems. According to the SFWMD, "Many new residents to PBC are alarmed when they see standing water in streets or driveway swales. In other places, that could be a cause for concern, but in our region, it's something you can expect to see after a soaking summer shower."

The County averages over 60 inches of rain a year and more than 130 rain days, with most of it coming between the months of June and November. Most developed areas are clustered along the coasts or near large waterways. Virtually flat, with most areas at or only slightly above sea level, even moderate rains can accumulate quickly.

The Water Management Challenge

Rainfall has been critical to South Florida's history, feeding its natural wetlands and refreshing surface-water and groundwater reservoirs. Its water management issues differ from those of most other areas in the country. Where most areas are concerned with protecting "scarce" water resources, South Florida's challenge is managing an overabundance of surface water. In order to drain and manage the excess water, hundreds of miles of canals, dikes, and levees have been built. Water management policies have created agricultural, tourism, and real estate industries whose success has fueled the state's population growth and taxed the seemingly abundant water supply. Now choices must be made between further population growth, environmental protection, and an adequate, safe water supply.

The area's high hydrologic variation, low physical relief, and limited storage and conveyance capacities, make water management challenging. A delicate balance must be struck, dealing with extremes: flooding versus drought and open land versus crowded urban areas. Actions range from enforcing water restrictions during dry periods to precautionary or emergency flood

management during wet periods and storm events. With annual rainfall averaging over 60 inches (but varying widely), and more than 50% occurring in four (4) months (June to September) and with the rainy season necessitating the movement of water away from populated areas for flood control and the storage of excess water necessary to meet population needs and demands during dry periods, water management is a complex challenge.

County Elevations

Terrain throughout the County is relatively level. The mean elevation is 15 feet above sea level. Ocean coastal beachfront gradually slopes up to a dune line with top elevations of 12 to 23 feet. From the dune line there is a gradual downward slope to lake and inland waterway frontage with a width of from a few hundred feet to a half mile. From there, land slopes upward to a coastal ridge then downward to elevations of five (5) to twelve feet in a drainage valley. Further inland, elevations remain relatively stable.

Primary Surface Water Areas

Lake Okeechobee, the largest fresh water lake after the great lakes, is South Florida's primary water reservoir. Approximately 250 square miles of the lake are within the geographical boundaries of PBC. Other sizeable bodies of water include Lake Mangonia (540 acres) and Clear Lake (401 acres) in West Palm Beach and Lake Osborne (356 acres) in southern Lake Worth Beach and northern Lantana. The West Palm Beach Canal connects Lake Okeechobee and Lake Worth Beach. A vast network of canals is interconnected with the West Palm Beach Canal. A system of lakes runs north and south within eight (8) miles of the east coast. The Loxahatchee River system is located in the northern section of the county and is interconnected with the Loxahatchee Slough.

The map on the following page shows the relative distribution of primary surface water areas within PBC.

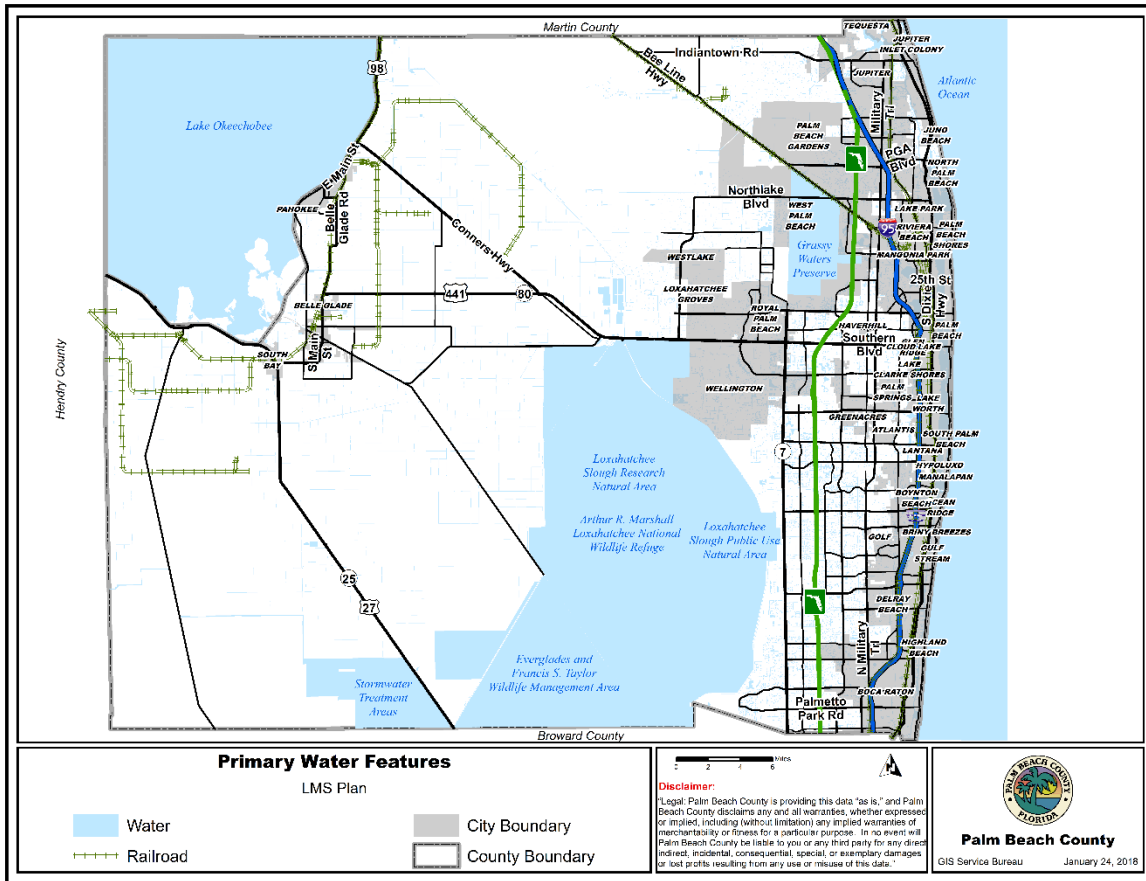


Figure 2.1: Surface water areas in PBC

Natural & Beneficial Flood Water Storage Areas

The following areas, designated as "Environmentally Sensitive lands" are undisturbed natural areas of PBC that act as natural storage areas for flood waters, reduce the possibility of flooding nearby residences, and help to recharge the groundwater aquifer.

Table 2.3

Environmentally Sensitive Lands/Natural Water Storage Areas in PBC

NAME	TOTAL ACRES
Acreage Pines Natural Area	115.61
Arthur R. Marshall Loxahatchee National Wildlife Refuge	143953.77
Blazing Star Preserve	24.14
C-18 Triangle Natural Area	138.7
C-51 and L-8 Reservoir	1263.73

Carlin Park	120.31
Coral Cove Park	31.42
Cypress Creek Natural Area	2083.12
Cypress Creek/Loxahatchee	3547
Cypress Knee Slough Preserve	29.31
Delaware Scrub Natural Area	15.8
Delray Oaks Natural Area	24.5
DuBois Park	18.69
Dupuis Reserve	21891.61
East Coast Buffer	20757.95
East Conservation Area	195.93
Everglades Agricultural Area	52125.5
Everglades and Francis S. Taylor Wildlife Management Area	671831
Florida Atlantic University Ecological Site	91.6
Frenchman's Forest	173.15
Gentle Ben Flowage Easement	334.81
Gopher Tortoise Preserve (City of Boca Raton)	8.8
Grassy Waters Preserve	12800
Green Cay Nature Center and Wetlands	100
Gumbo Limbo Environmental Complex	20
Herbert Hoover Dike	774.8
High Ridge Scrub Natural Area	39.26
Holey Land Wildlife Management Area	35350
Hungryland Slough Natural Area	2895.29
Hungryland/SFWMD Parcels	7859.99
Hypoluxo Scrub Natural Area	96.71
Indian Mounds	436.25
J. W. Corbett to Loxahatchee NWR Connector	35
J. W. Corbett Wildlife Management Area	60348
Jackson Riverfront Pines Natural Area	3.01
John C.& Mariana Jones/Hungryland Wildlife & Environmental Area	12735
John D. MacArthur Beach State Park	437.57
Jonathan Dickinson State Park	11458.68
Juno Dunes Natural Area	577.7
Juno Park	18.2
Jupiter Beach Park	46.49
Jupiter Inlet Lighthouse Outstanding Natural Area	126.28
Jupiter Mangroves Natural Area	0.92
Jupiter Ridge Natural Area	271.32

Lake Harbor Tract	632
Lake Okeechobee Connector	7.73
Lake Park Scrub Natural Area	54.93
Leon M. Weekes Environmental Preserve	12
Limestone Creek Natural Area	51.62
Loggerhead Park	17.26
Loxahatchee Slough Natural Area	12838.32
Loxahatchee Slough Public Use Natural Area	640
Loxahatchee Slough Research Natural Area	2560
Lynn University Scrub	11.46
Morikami Museum and Japanese Gardens	188.53
North Jupiter Flatwoods Natural Area	146
North Ocean Ridge Mangroves Natural Area	8.69
Ocean Ridge Hammock Park	8.54
Ocean Ridge Natural Area	12.35
Okeeheelee Park North	900
Okeeheelee Park South	812
Pahokee Marina and Campground	30
Paw-Paw Preserve	3
Pine Glades Natural Area	6641.98
Pine Jog Environmental Education Center	150
Pond Cypress Natural Area	1736.18
Pondhawk Natural Area	78.7
Radnor	153.7
Red Reef Park	67
Riverbend Park	680
Rosemary Ridge Preserve	7.29
Rosemary Scrub Natural Area	13.59
Rotenberger Wildlife Management Area	29297
Royal Palm Beach Pines Natural Area	773.23
Seacrest Scrub Natural Area	53.69
Serenoa Glade Preserve	9
Snook Islands Natural Area	117.65
South Beach Park	24.77
South County Regional Park	314.46
South Inlet Park	11.1
Spanish River Park	94.4
Stormwater Treatment Areas	47605.32
Strazzulla Tract	2701
Sweetbay Natural Area	1094

Wellington/Acme Marsh	363.61
Winding Waters Natural Area	550.01
Yamato Scrub Natural Area	216.7
TOTAL AREA (in acres)	1,176,895.73

The map below shows these natural and beneficial flood water storage areas:

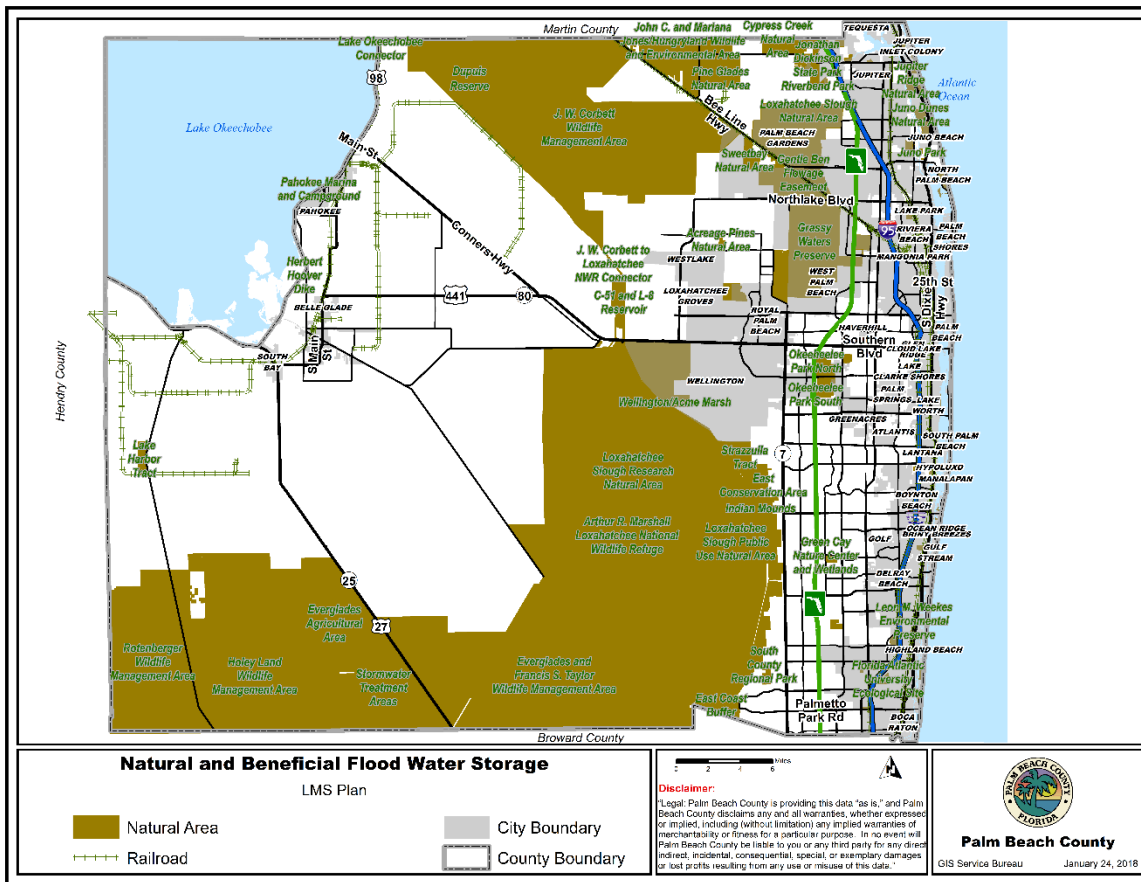


Figure 2.2: Natural and Beneficial Flood Water Storage

Flood Prone Areas

Flood prone areas are widely scattered throughout the county. Areas close to inland bodies of water and lower elevation areas in the northern and southern sections of the county are particularly susceptible to inland flooding.

The map below depicts Special Flood Hazard Areas within the county designated by FEMA as having a 1% chance of inundation in any given year. While some areas of the county might believe they are immune from flooding based on recent history, published elevations, and/or designations on FIRMS, virtually the whole county has proven to be susceptible to short term

localized flooding when extraordinary rain events have exceeded the capacity of natural runoff and absorption.

A review of recent flood events suggests that PBC significantly surpasses the national average of 25% of flooding occurring outside of Special Flood Hazard Areas (SFHA). Even a significant number of county properties designated as "repetitive flood loss list" by the NFIP lie outside SFHAs. The map below shows the SFHAs in PBC.

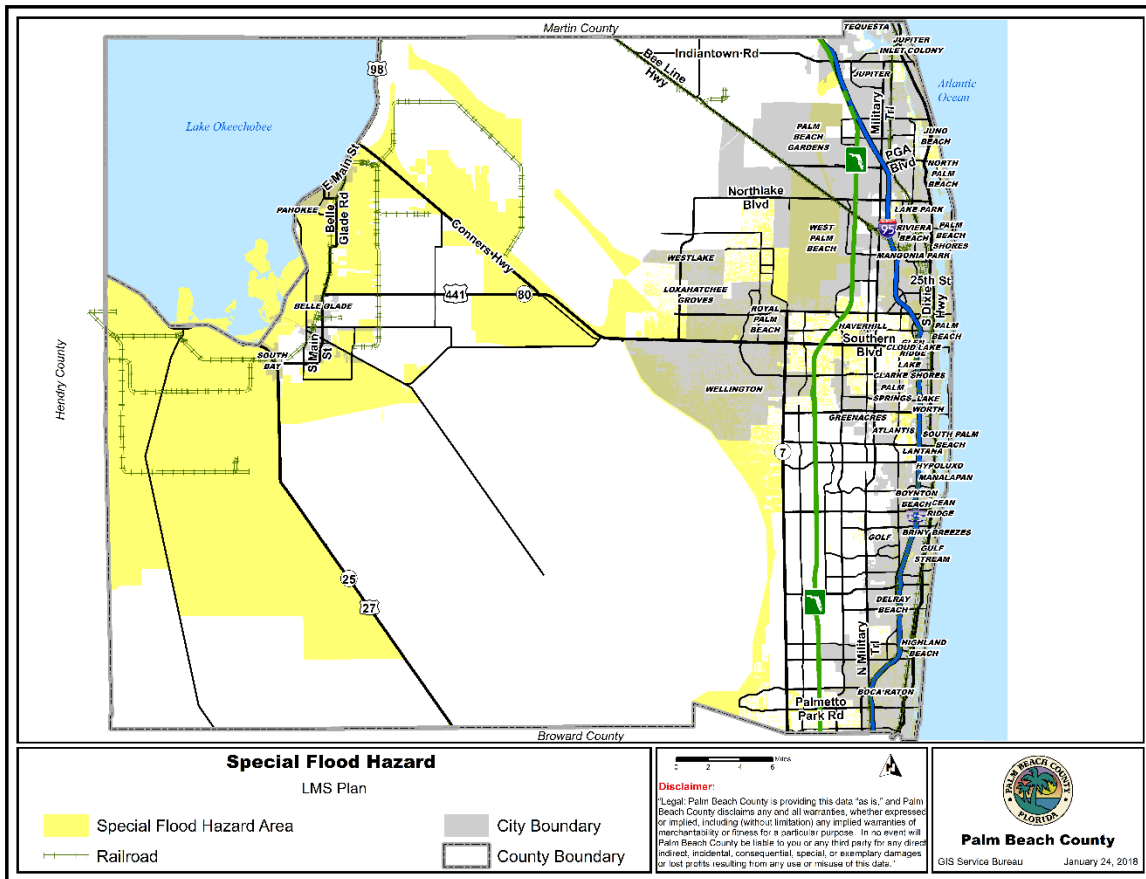


Figure 2.3: Special Flood Hazard Areas

Historically, the PBC rainfall area has the highest annual rainfall in South Florida, followed by Broward County and Miami-Dade rainfall areas. The county’s east coast communities receive higher rainfall levels than the inland and western areas. Even during drought years, there have been instances where the coastal rainfall in eastern areas of the county were close to the average. Because there are no large impoundments in the eastern coastal rainfall areas, runoff has to be discharged into the Atlantic Ocean.

Flood Control

Flood control in PBC is dependent on a complex, integrated system of canals, waterways and flood control devices operated by the South Florida Water Management District, 20 drainage districts, and thousands of privately owned canals, retention/detention lakes and ponds.

The county's drainage system is designed to handle excess surface water in three (3) stages. The "neighborhood or tertiary drainage systems" (made up of community lakes, ponds, street and yard drainage grates or culverts, ditches, and canals) flow into the "local or secondary drainage system" (made up canals, structures, pumping stations, and storage areas) and then into the "primary flood control system" (consisting of South Florida Water Management District canals and natural waterways and rivers), ultimately reaching the Atlantic Ocean.

The Water Control Districts serving PBC include the following:

South Florida Water Management District	
Acme Improvement District	Pahokee Drainage District
East Beach Water Control District	Pelican Lake WCD
East Shore Water Control District	Pine Tree WCD
Gladeview Drainage District	Ritta WCD
Highland Glades Drainage District	Seminole WCD
Indian Trail Improvement District	Shawano Drainage District
Lake Worth Drainage District	South Florida Conservancy District
Loxahatchee Groves WCD	South Indian River WCD
North Palm Beach Heights WCD	South Shore Drainage District
Northern PBC Improvement District	WPB Water Catchment Area

South Florida Water Management District (an LMS member) has identified “areas of interest” within PBC, which are those places where frequent flash flooding and minor flooding events have been known to occur based on reports they have received and logged into a database over many years. The map below illustrates these “areas of interest”.

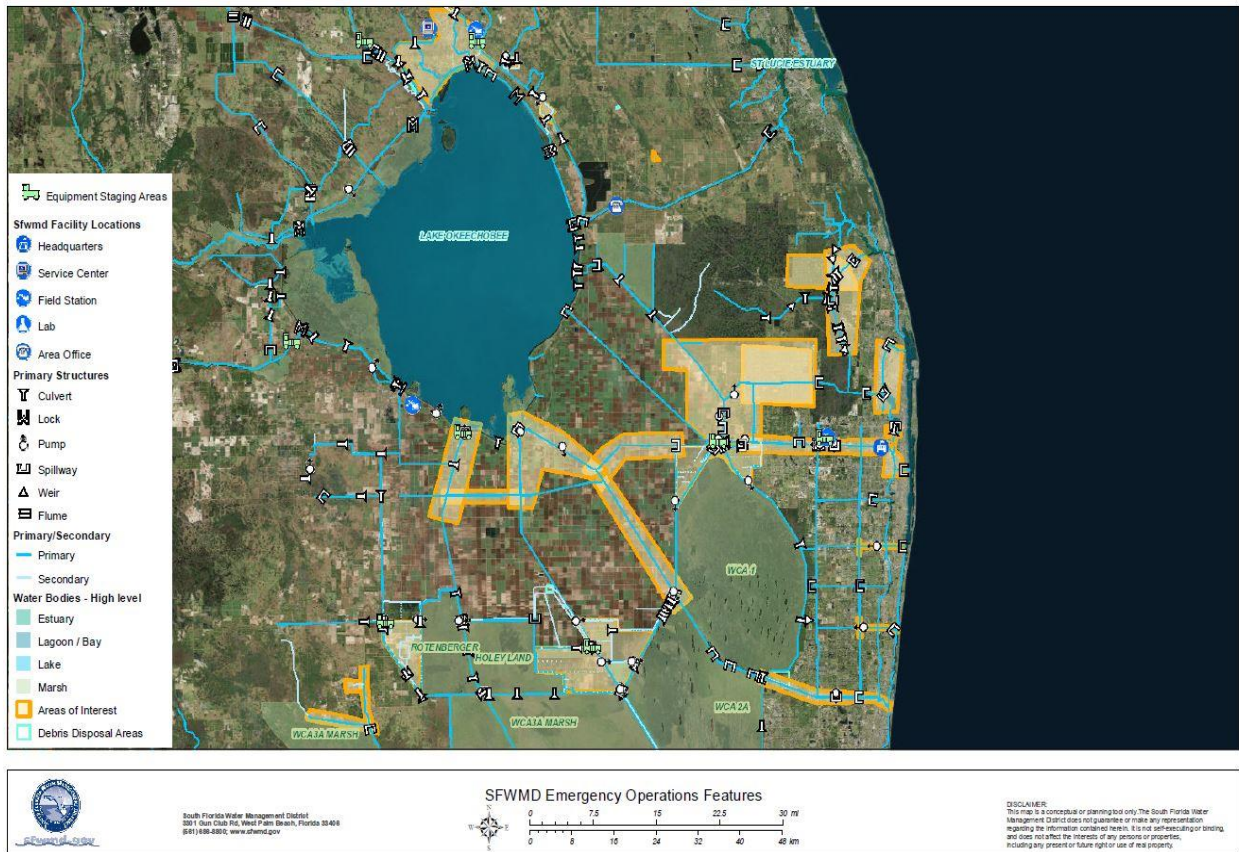


Figure 2.4: SFWMD Areas of Interest related to flood concerns

Drainage System Maintenance

The County's drainage systems consist of a combination of natural drainageways and channels, engineered channels, storm sewers and ditches, and detention/retention basins contiguous to drainage systems. These systems can easily lose their carrying capacity with debris accumulation, sedimentation buildup and/or vegetation growth, becoming ineffective for flood prevention. Extensive maintenance is necessary to ensure flood preparedness.

Responsibility for inspection and maintenance of drainage systems falls to a variety of organizations depending on the type of system involved:

- SFWMD and the various water control districts provide oversight for the routine inspection of the drainage systems under their purview, and for debris clearance and other maintenance activities.
- Storm drain maintenance falls within the purview of the County's Road & Bridge Division, municipal public works departments, and the State Department of Transportation.
- Inspection, clearance, and maintenance of privately owned systems are the responsibilities of property owners and associations.

In rare instances, environmental regulations may prohibit removing natural debris and new growth from some drainageways.

Maintenance activities most commonly include ongoing monitoring, debris and sediment removal, and the correction of problem sites and damaged systems by field crews. Quite often, maintenance actions are prompted by citizen complaints and reports. Given the sheer size of the County, the vigilance of citizens is a critical element in identifying potential drainage problems. The County has ongoing programs for structural and permanent changes to channels or basins (e.g. enlargement of openings, installation of grates to catch debris, installation of hard bank protection, construction of new retention basins, etc.) to reduce flooding and maintenance problems. Coastal communities commonly undertake a variety of maintenance measures including dune and mangrove preservation, bluff stabilization, and beach nourishment to protect coastal buildings, property, and coastal water bodies from flooding and erosion.

The county and municipalities work continuously to improve and maintain their stormwater management systems. Some of these projects are self-funded and others depend on grant support. Drainage improvement projects are among the most prevalent flood mitigation strategies reflected on the County's Local Mitigation Strategy prioritized project list.

Vulnerability

While damages caused by storm surge and dike failure can be extensive and costly, historically physical damages from inland structural flooding have been relatively minor and isolated. As a predominantly localized event, inland flooding does not pose a significant threat to the ability of the county, municipalities, and businesses to carry on normal operations.

People, structures, and infrastructure located within floodplains and areas with poor drainage are most susceptible to inland flooding, particularly to flash flooding. However, flash flooding can and does affect all areas of the county. Continued development will certainly contribute to an increased frequency of runoff flooding.

For the most part, flooding depths are not sufficient to inundate large residential and commercial areas. Developed parcels tend to be elevated to a level that limits significant water intrusion from water build-up. Where water does intrude structures, damage can be costly for individual property owners. Beyond physical water damage, perhaps the greater issue is potential for mold infestation, which can create health problems for occupants and costly cleanup and repairs.

Flooding can cause damage to cars and outdoor equipment, contaminate water systems, and interrupt water treatment. Sewage overflow raises health concerns.

Significant expanses of street flooding are common, can be costly in terms of loss of function for extended periods, and can create dangerous, even potentially deadly, driving conditions.

Post storm accidents, especially electrocutions, are not uncommon, when people wander into flood waters where live wires or generators are present.

2.1.1.2 Hurricane/Tropical Storm

For many years, the risk of significant loss of life and property due to hurricanes seemed small. Many, if not the majority, of existing homes and businesses along the U.S. Atlantic and Gulf Coasts were constructed during the 1970s and 1980s, a period of relatively inactive hurricane formation. Most of the people currently living and working in coastal areas have never experienced the impact of a major hurricane. Hurricanes that affected Florida during the 1970s and 80s were infrequent and of relatively low intensity. Homeowners, business interests, and government officials grew to regard hurricane risk as manageable by private insurance supplemented occasionally by federal disaster funding and subsidized flood insurance. The hurricane risk did not seem sufficient to warrant increased investment in mitigation. Two (2) major hurricanes, Hugo in 1989 and Andrew in 1992, forced a reevaluation of this risk assessment. While experts sometimes disagree on the annual cost of hurricane damage, many sources agree that hurricane Andrew was one of the most costly hurricane events ever to affect the U.S. Insured losses from hurricane Andrew topped \$17 billion and most sources agree that the total cost of hurricane Andrew exceeded \$25 billion.

Florida is the most vulnerable state in the nation to the impacts of hurricanes and tropical storms. Southcentral Florida is particularly exposed to the dangers presented by hurricanes, due to its topography. The region is largely a flat, low-lying plain. The potential for property damage and human casualties in PBC has been increased by the rapid growth over the last few decades, particularly along the coastline. Population risk has also been exacerbated by some complacency due to the recent period of reduced hurricane frequency. With Hurricanes Matthew (2016) and Irma (2017) striking close to PBC, renewed interest in hurricane safety and mitigation has been produced, as hurricanes may affect any jurisdiction within PBC.

Hurricanes are tropical cyclones with winds that exceed 74 mph and blow counter-clockwise around their centers in the Northern Hemisphere. They are essentially heat pumping mechanisms that transfer the sun's heat energy from the tropical to the temperate and polar regions. Hurricanes are formed from thunderstorms that form over tropical oceans with surface temperatures warmer than 81° Fahrenheit (26.5° Celsius). The ambient heat in the sea's surface and moisture in the rising air column set up a low pressure center and convective conditions that allow formation of self-sustaining circular wind patterns. Under the right conditions, these winds may continue to intensify until they reach hurricane strength. This heat and moisture from the warm ocean water is the energy source of a hurricane. Hurricanes weaken rapidly when deprived of their energy source by traveling over land or entering cooler waters.

Since 1886, 57 storms of hurricane intensity have passed within 125 miles of PBC. This represents an average of one (1) hurricane every two years. The number of direct hits on the southeastern Florida coastline between 1899 and 2019 has been as follows:

- Category 1 Storms: (winds 74 to 95 mph) = 9 storms
- Category 2 Storms: (winds 96 to 110 mph) = 3 storms
- Category 3 Storms: (winds 111 to 129 mph) = 17 storms

- Category 4 Storms: (winds 130 to 156 mph) = 16 storms
- Category 5 Storms: (> 157 mph) = 9 storms

A storm surge is a large dome of water often 50 to 100 miles wide and rising anywhere from four (4) to five (5) feet in a Category 1 hurricane up to 20 feet in a Category 5 storm. The storm surge arrives ahead of the storm's actual landfall and the more intense the hurricane is, the sooner the surge arrives. Water rise can be very rapid, posing a serious threat to those who have waited to evacuate flood prone areas. A storm surge is a wave that has outrun its generating source and become a long period swell. The surge is always highest in the right-front quadrant of the direction the hurricane is moving in. As the storm approaches shore, the greatest storm surge will be to the north of the hurricane eye.

Such a surge of high water topped by waves driven by hurricane force winds can be devastating to coastal regions. The stronger the hurricane and the shallower the offshore water, the higher the surge will be. In addition, if the storm surge arrives at the same time as the high tide, the water height will be even greater. The storm tide is the combination of the storm surge and the normal astronomical tide.

Damage during hurricanes may also result from tornadoes, inland flooding, and heavy rainfall that usually accompany these storms. Hurricane Andrew, a relatively "dry" hurricane, dumped ten inches of rain on south Florida and left many buildings extensively water damaged. Rain water may seep into gaps in roof sheathing and saturate insulation and ceiling drywall, in some cases causing ceilings to collapse.

Aside from direct property damage, the potential for crop damage and economic disruption from hurricanes and tropical storms is significant. Tropical Storm Mitch dropped as much as ten inches of rain in some south Florida areas, which resulted in approximately \$20 million in direct crop damage in PBC. The largest monetary loss, however, was sustained by the sugar cane mills in the western part of the County, where contracted part-time help and union workers must be paid whether or not the mills run. The six (6) mills in PBC and the one (1) in Hendry combined lost about \$500,000 a day in wages. The mills remained down until the fields dried out.

There are 671 listed farm proprietors with approximately 8,000 employees and a total annual payroll of \$12,894,000 in PBC. It also has approximately 627,924 acres of farmland currently valued at \$2,417,525.

Historical Hurricane/Tropical Storm Events

Hurricane of September 1902. This hurricane made landfall near West Palm Beach on September 11, 1902, and exited the state near Tampa Bay the next day. Maximum-recorded winds were only 78 mph, however 14 deaths were attributed to this storm and one (1) ship was wrecked near Jupiter. Damages specific to PBC are not recorded.

Hurricane of July 1926. A Category 1 hurricane with winds of 90 mph made landfall near Jupiter on the morning of July 27, 1926. This hurricane circled inland along Florida's east coast

and exited the state at the Florida/Georgia border on July 28. By that time, it had been downgraded to a tropical storm. The County experienced high winds and flooding.

Hurricane of September 1928. This hurricane made Florida landfall near the Town of Palm Beach as a strong Category 4 hurricane with one of the lowest barometric pressures ever recorded in this area (928.9 millibars/27.42 in). This was the 5th most intense hurricane ever to make landfall in U.S. territory. It reached Lake Okeechobee with very little diminished intensity and moved across the northern shoreline. This sent a massive storm surge southward flooding lower areas on the southern and western edge of the lake. In excess of, 2,500 people were killed during this storm's passage. Nearly all the loss of life was in the Okeechobee area and was caused by overflowing of the lake along its southwestern shore. While all of central Florida was affected by this killer storm, PBC mainly experienced wind damage and flooding from the associated rains.

Hurricane of September 1922. This major, Category 2 hurricane passed over Jupiter Island with a barometric pressure of 947.5 millibars (27.98 in). Maximum winds recorded were 127 mph. There was considerable property damage all along the Florida east coast, mostly in the area between Jupiter and Fort Pierce. Severe waterfront damage was reported in Stuart. Minimal damage was reported from PBC, although there was some flooding in the lower areas of the County.

Hurricane of August 1929. A weak hurricane made landfall near Fort Pierce on the morning of August 11, 1929, and crossed the state in a northwesterly direction exiting to the Gulf of Mexico near Crystal River the next day. Minimal damage and flooding was experienced in PBC.

Hurricane of June 1945. This hurricane entered Florida from the Gulf of Mexico making landfall near Cedar Key and moving east-northeast to exit the state near St. Augustine. The County received heavy rains and high winds from this storm.

Hurricane of August 1949. This Category 2/Category 4 hurricane made landfall in Florida between Delray Beach and Palm Beach with winds of 120 mph and a barometric pressure of 954.0 millibars (28.17 in). As it moved inland, its center passed over the northern part of Lake Okeechobee, but the levees in that area held and no major flooding occurred. Damages were estimated at \$45 million. Tides of 11.2 ft. at Fort Pierce, 8.5 ft. at Stuart, and 6.9 ft. at Lake Worth Beach were reported. Stuart sustained severe damages from this storm. Statewide, over 500 people lost their homes as a result of this storm.

Hurricane Donna of September 1960. Hurricane Donna was the sixth most intense U.S. Hurricane at landfall. This storm crossed the Florida Keys into the Gulf of Mexico then turned back toward the northeast and struck the Florida mainland just south of Naples. It then turned north moved across Ft. Myers, where it turned again to the northeast, moved across the state, and exited Florida at just north of Daytona Beach. Rainfall ranged from five (5) to ten inches in an 80 to 100-mile wide belt following this storm's track. Lakes and streams overflowed their banks and forced the evacuation of many homes throughout central Florida. The high water closed

many roads and inundated considerable agricultural land. At least 12 people were killed statewide and more than 1,794 were injured.

Hurricane Cleo of August 1964. This small but destructive storm moved northward into Biscayne Bay on August 27, 1964. The County received three (3) to five (5) inches of rain associated with this storm, mostly in the eastern portion of the County. Most sustained damage was associated with wind rather than flooding.

Hurricane Agnes of June 1972. Hurricane Agnes moved through the Gulf of Mexico off Florida's west coast. While it never struck central Florida mainland, it spawned the worst severe weather outbreak in Florida history. The outer rain bands covered virtually the entire peninsula and spawned numerous tornadoes. There were six (6) people killed and 40 injured in Okeechobee, one (1) killed and seven (7) injured in La Belle, 40 injured at Big Coppit Key, two (2) injured at Bassinger, three (3) injured in Haines City, four (4) at Crystal Springs, 11 in Malabar, and 12 in Cape Canaveral. Most of those injured lived in manufactured housing. Damage estimates totaled \$5 million to public property and \$26 million to private property.

Hurricane David of September 1979. Hurricane David moved over the Dominican Republic with winds of 165 mph, but weakened drastically before reaching Florida's east coast. David raked the eastern coastline of Florida from PBC northward. Officially classed as a minimal hurricane, its strongest winds were offshore when it officially made landfall approximately 20 miles south of Melbourne. Tides were three (3) to five (5) feet above normal along the eye track and one (1) to two (2) feet above normal elsewhere along the Florida's east coast. Light to moderate erosion was reported along the PBC coastline. Storm rainfall was quite variable from location to location. Totals generally ranged from six (6) to nine (9) inches, but some stations reported as much as 11 inches during the storm's passage.

Tropical Storm Isidore of September 1984. Tropical Storm Isidore made landfall near West Palm Beach on September 27, 1984, and moved inland toward Orlando. Highest winds were 72 mph and rainfall was reported to be five (5) to seven (7) inches over a 24-hour period. There was some flooding, but this occurred mostly in northern Florida.

Tropical Storm Bob of June 1985. On 22 June 1985, Tropical Storm Bob moved across south Florida in a northeasterly direction from Fort Myers to just north of Palm Beach. Rainfall from this event did minor damage, mostly along Florida's west coast. The County suffered moderate agricultural losses.

Tropical Storm Gordon of October 1994. Following a similar track to hurricane Donna of 1960, tropical storm Gordon crossed the Florida Keys into the Gulf of Mexico then turned back to the northeast and struck the mainland Florida Peninsula near Fort Myers on October 12, 1994. It moved across the state and exited Florida into the Atlantic just north of Vero Beach on October 16. Although the maximum sustained winds reported from Gordon were only 52 mph, the storm caused eight (8) deaths and 42 injuries.

The County had experienced a period of extensive growth during the 1970s and 1980s. Most of this growth took place in the form of residential and commercial land development in the eastern

portion of PBC close to the Intracoastal Waterway and the beaches. The rain event associated with Tropical Storm Gordon in October of 1994 was the most significant rain event to occur after this period of development. Essentially, the County received 17+ inches of rain over a 2-day period. Rainfall was not evenly disbursed over the whole County.

Statewide damages associated with Gordon totaled over \$400 million. Agricultural interests sustained \$275 million in damages primarily from the widespread flooding. Vegetable and citrus crops were hit particularly hard. Exacerbating the flooding associated with Tropical Storm Gordon was the fact that prior to October 1994 had been a very wet year for PBC. Rainfall recorded through September of that year had reached 74 inches before the Gordon event occurred. Altogether, PBC received approximately 100 inches of rain in 1994, making that year the wettest year since 1912.

Hurricane Erin of August 1995. Hurricane Erin made landfall near Sebastian Inlet on August 2, 1995. Brevard County bore the brunt of this storm with sustained winds of approximately 100 mph. While PBC was spared most of the damages associated with Erin's wind field, heavy rains of up to 8 inches in two (2) hours were associated with the backside of this storm and flooding occurred in low-lying areas along the PBC's northern edge.

Tropical Storm Mitch of October 1998. Hurricane Mitch was one of the deadliest storms in Atlantic history. By the time, it reached Florida on November 4 and 5, 1998, it had been downgraded to a tropical storm. The County received minimal rains from this storm, which passed to the north of the County. Extensive agricultural damage was reported throughout South Florida.

Hurricane Irene of October 1999. Hurricane Irene weakened to Tropical Storm force winds by the time it tracked north through the Everglades, but it menaced South Florida and PBC with incessant rains and its sluggish pace. In the end, it dropped 10-20 inches of rain throughout the County, causing extensive flooding in some areas. By Friday evening (October 15), 125,000 homes in PBC were without power.

Hurricane Frances of September 4, 2004. Hurricane Frances formed from a tropical depression in the deep tropical Atlantic on August 25, about 1400 miles east of the Lesser Antilles and reached hurricane strength on August 26. Frances became a Category 4 Hurricane on August 28, while about 700 miles east of the Lesser Antilles. Frances then moved generally west-northwest and weakened to a Category 2 hurricane while crossing the northwest Bahamas. After stalling for about 12 hours on September 4 in the Florida Straits between Grand Bahama Island and the southeast Florida coast, the center of the nearly 70-mile diameter eye crossed the Florida coast near Sewalls Point at 1 A.M. EDT September 5, with the southern eyewall affecting the extreme northeast portion of PBC. Frances moved farther inland just north of Lake Okeechobee and weakened to a tropical storm before crossing the entire Florida Peninsula and exiting into the Gulf of Mexico just north of Tampa. It made a second landfall as a tropical storm in the eastern Florida Panhandle.

Sustained tropical storm-force winds likely occurred in all six (6) south Florida counties. Although no sustained hurricane-force winds were officially observed in any of the six (6) south

Florida counties, a National Weather Service (NWS) instrument on the eastern shore of Lake Okeechobee at Port Mayaca, just across the PBC border, measured a sustained wind of 85 mph. At West Palm Beach International Airport, the highest sustained wind was 64 mph with a peak gust of 82 mph and the lowest observed barometric pressure was 972 millibars. A SFWMD instrument measured a peak wind gust of 92 mph over the eastern portion of Lake Okeechobee. The estimated peak wind gust in the Palm Beach metro area was 91 mph at Jupiter Inlet with a peak wind gust of 87 mph measured by a Coastal-Marine Automated Network (C-MAN) station at Lake Worth Beach Pier. In Glades County near the western shore of Lake Okeechobee, the highest measured sustained wind was 60 mph with a peak gust of 90 mph. In Clewiston, a sustained wind of 60 mph with a gust of 80 mph was estimated.

A maximum storm-total rainfall amount of 12.56 inches was measured at Palm Beach International Airport with 10.26 inches of that occurring in a 24-hour period. Unofficial storm-total rainfalls included 9.56 inches at Boynton Beach, eight (8) inches at Deerfield Beach and 7.18 inches at Hillsboro Canal. Widespread storm-total amounts of three (3) to five (5) inches occurred in southeast and interior south Florida with southwest Florida averaging one (1) to three (3) inches. Rainfall flooding was mostly minor except for a few locations in PBC, which had up to three (3) feet of standing water. A section of I-95 in PBC was closed due to a large sinkhole. The maximum storm surge was estimated to have ranged from two (2) to four (4) feet along the northeast Palm Beach Coast to one (1) to two (2) feet along the northeast Broward Coast.

Within the confines of the Herbert Hoover Dike, water levels on Lake Okeechobee fluctuated up to five (5) feet above and below normal. Coastal beach erosion was moderate in Palm Beach and portions of Broward counties.

There were no confirmed tornadoes. There were no known direct deaths, but at least nine (9) people died in the aftermath. Six (6) of these deaths occurred in PBC, mainly as the result of vehicle-related accidents or from drowning. An unknown number of injuries occurred. Property damage at the coast occurred mainly to marinas, piers, seawalls, bridges and docks, as well as to boats. Inland structure damage included 15,000 houses and 2,400 businesses in PBC. Wind damage to house roofs, mobile homes, trees, power lines, signs, screened enclosures and outbuildings occurred over much of southeast Florida including areas near Lake Okeechobee, but was greatest in PBC. A preliminary damage estimate for Frances in south Florida was \$620 million, including \$500 million in Palm Beach, \$80 million in Broward, and \$24 million in Miami-Dade. Crop damage in PBC was estimated at an additional \$70 million to sugar cane and vegetables and additional heavy losses occurred to nurseries. Florida Power and Light reported power outages for 659,000 customers in Palm Beach, 590,000 in Broward, 422,000 in Miami-Dade, 29,200 in Collier, 2,500 in Hendry and 1,700 in Collier. An estimated 17,000 persons sought refuge in public shelters in PBC and nearly 7,000 in Broward County.

Hurricane Jeanne of September 25, 2004. Just three (3) weeks after Hurricane Frances, Hurricane Jeanne struck the same area of southeast Florida. Hurricane Jeanne formed from a tropical depression just east of the Leeward Islands on September 12. She moved across Puerto Rico and Hispaniola then turned north into the Atlantic and became a hurricane on September 20. Jeanne made a clockwise loop for three (3) days in the Atlantic north of Hispaniola before

moving west-northwest. It strengthened to a Category 2 Hurricane while over the northwest Bahamas and then made landfall around 11 P.M., September 25 near the south end of Hutchinson Island, nearly coincident with the landfall point of Hurricane Frances just three (3) weeks before. The 40-mile diameter eye was not quite as large as Frances, but the southern eyewall again affected northeast PBC. After landfall, Jeanne initially moved along a track similar to Frances, just north of Lake Okeechobee as it weakened to a tropical storm then turned to the northwest and moved over the northwest Florida Peninsula.

Although slightly smaller and stronger than Hurricane Frances, winds and pressures over southeast Florida were remarkably similar to Frances. Unfortunately, the Automated Surface Observing System (ASOS) at Palm Beach International Airport stopped sending data during the height of the hurricane. Sustained tropical storm-force winds likely occurred over most of Palm Beach and northeast Glades counties and portions of Broward, Hendry, and Collier counties. Although no sustained hurricane-force winds were officially observed in any of the six (6) south Florida counties, portions of northern PBC mostly likely experienced them. A SFWMD instrument in the Martin County portion of Lake Okeechobee measured a 15-minute sustained wind of 79 mph with a peak gust of 105 mph. In metropolitan Palm Beach, the highest official sustained wind speed was 60 mph with a peak gust of 94 mph from the C-MAN station at Lake Worth Beach Pier. An unofficial peak wind gust of 125 mph was measured in West Palm Beach at the Solid Waste Treatment Plant. Near Clewiston, the highest measured sustained wind was 21 mph with a peak wind gust of 72 mph from a SFWMD instrument. The lowest barometric pressure of 960.4 millibars was measured at a SFWMD site in the Martin County portion of Lake Okeechobee.

A SFWMD gauge measured a maximum storm-total rainfall amount of 10.22 inches over the eastern portion of Lake Okeechobee. A SFWMD gauge about four (4) miles west of West Palm Beach International Airport measured 9.10 inches with 8.79 inches of that occurring in a 24-hour period. At Moore Haven, 5.99 inches of rain was measured. Mostly minor rainfall flooding was observed except in Palm Beach Gardens, Jupiter and in the farmlands of western PBC where it was more severe.

The estimated maximum storm surge ranged from two (2) to four (4) feet along the northeast Palm Beach Coast to one (1) to two (2) feet along the northeast Broward Coast. Within the confines of the Herbert Hoover Dike, water levels on Lake Okeechobee fluctuated up to seven (7) feet above and below normal causing severe flooding of some marinas. Beach erosion was moderate in Palm Beach.

There were no confirmed tornadoes. There were no known direct deaths but four (4) persons died in the aftermath. An unknown number of injuries occurred. Storm surge and winds at the coast caused damage to condominiums, marinas, piers, seawalls, bridges and docks, as well as to boats and a few coastal roadways. Inland wind damage to building roofs, mobile homes, trees, power lines, signs, and outbuildings occurred mainly over PBC and portions of eastern Glades and Hendry counties. Preliminary damage estimates for Jeanne in southeast Florida were \$220 million, including \$260 million in PBC, \$50 million in Broward and \$10 million in Miami-Dade. Agricultural Damage in PBC was estimated at \$20 million. Florida Power and Light reported

outages occurred to 591,200 customers in PBC, 165,900 in Broward, 25,100 in Miami-Dade, 5,200 in Collier, 2,000 in Hendry and 1,500 in Glades. An estimated 12,524 persons sought refuge in public shelters in PBC.

Hurricane Wilma October 24, 2005. Wilma was a classic October hurricane, which struck South Florida as a Category 2 hurricane on October 24, 2005. Wilma developed from a tropical depression near Jamaica, a typical source region for October tropical cyclones, on the afternoon of October 15. It became the 21st named storm of the season during the morning hours of October 17, which tied the record for the most named storms in one (1) season originally set back in 1922. Wilma underwent a rapid intensification cycle, which began on October 18 and ended in the early morning hours of October 19, with a central pressure decrease of 88 millibars in only 12 hours. The central pressure reached 882 millibars, making Wilma the most intense hurricane ever in the Atlantic Basin, lower than Hurricane Gilbert in September 1988. Wilma went on to make landfall on Cozumel Island just off the Yucatan Peninsula as a strong Category 4 hurricane on October 21, then drifted erratically over the Yucatan Peninsula through the evening October 22. Wilma began to move off the northeast coast of the Yucatan Peninsula on the night of the 22nd, then gradually accelerated northeast over the southern Gulf of Mexico toward South Florida as a strong mid and upper-level trough over the central United States moved south and forced a southwesterly steering flow.

The hurricane made landfall as a Category 2 storm shortly before 7:00 a.m. Monday October 24 on the southwest Florida coast between Everglades City and Cape Romano with maximum sustained winds of 125 mph and an estimated minimum central pressure of 950 millibars. Wilma exhibited a very large 55 to 65 mile-wide eye while crossing the state, and the eye covered large portions of South Florida, including the eastern two-thirds of Collier County, extreme northwestern Miami-Dade County, the southern and eastern third of Hendry County, most of Broward County, and all of PBC. The eye also clipped the southeastern shore of Lake Okeechobee. The eye wall affected virtually all of South Florida. Around 10:20 a.m., a SFWMD meteorological station located at the south end of Lake Okeechobee reported sustained winds of 102 mph. The highest recorded gusts were in the 100-120 mph range. The winds on the back (south/west) side of the eye wall were as strong, if not stronger, than those on the front (north/east) side. This goes against the common, but sometimes erroneous, belief that the strongest winds in a hurricane are always in the right-front quadrant of the storm. This occurred over much of South Florida, except for central and southern Miami-Dade County, which barely missed the southwestern portion of the eye wall and likely contributed to the heavier damage across Broward and Palm Beach counties compared to slightly lesser damage across much of Miami-Dade and Collier counties.

Wilma moved rapidly northeast across the state, with an average forward speed of 25 mph. Wilma exited the east coast over northeastern PBC near Palm Beach Gardens around 11:00 a.m. Monday October 24 as a Category 2 hurricane with maximum sustained winds of around 105 mph. It traversed the southern peninsula in about four (4) hours. Rainfall amounts across South Florida generally ranged from two (2) to four (4) inches across southern sections of the peninsula to four (4) to six (6) inches across western Collier County and around Lake Okeechobee, with a maximum amount of 7.21 inches in Clewiston, Downtown Miami and Northeast Miami.

In Collier, Miami-Dade, Broward, and Palm Beach Counties, the winds killed five (5) people. Total damage estimates from all the effects ranged from \$9 to \$12 billion. Extensive damage to crops was reported, with an estimated \$222 million in crop damage for Miami-Dade County alone. Damage was widespread, with large trees and power lines down virtually everywhere, causing over two (2) million customers to lose power. Structural damage was heaviest in Broward and Palm Beach counties where roof damage and downed or split power poles were noted in some areas. High-rise buildings suffered considerable damage, mainly in the form of broken windows. This was observed mainly along the southeast metro areas. An F1 tornado caused snapped power poles, uprooted large trees, and significant damage to mobile homes. Small swaths of greater damage elsewhere in South Florida have not been attributed to tornadoes, but were instead likely caused by "mini-swirls", small vortices within the eye wall.

Tropical Storm Noel of October 20-21, 2007. Tropical Storm Noel moved north from eastern Cuba across the western Bahamas Islands from October 20-21. The interaction of Noel with a strong high-pressure area located over the Mid-Atlantic States produced strong winds over southeast Florida and the adjacent waters well before Noel made its closest passage to the area early on November 1. Damage was minor and mainly confined to a few downed power lines. Around 5,000 customers lost power in the three-county area of Palm Beach, Broward, and Miami-Dade. Rainfall amounts were light, ranging from a half-inch (0.5) to nearly two (2) inches. A strong pressure gradient between high pressure over the Mid-Atlantic States and Tropical Storm Noel over Hispaniola and eastern Cuba caused a prolonged period of strong east winds over Southeast Florida and the adjacent waters. As Noel moved north across the western Bahamas, the strong winds continued across southeast Florida. The event caused severe beach erosion, coastal flooding, and minor wind damage. The event lasted into the first few days of November.

Tropical Storm Fay of August 15-22, 2008. The center of Tropical Storm Fay moved across Key West early in the evening of August 18, and into the mainland of South Florida at Cape Romano shortly before 5:00 a.m. the next day. Minimum central pressure was 989 millibars at landfall, but continued to decrease after landfall to 986 millibars at Moore Haven on the southwest shore of Lake Okeechobee.

Maximum sustained winds were estimated to be around 60 mph at landfall, however as the storm tracked across the western Everglades and Southwest Florida the radar presentation continued to organize and winds increased to around 65 mph around Moore Haven. A maximum wind gust of 79 mph was recorded on a South Florida Water Management gauge on Lake Okeechobee as the storm passed. Wind gusts of tropical storm force were felt area-wide, with sustained tropical storm force winds experienced over portions of mainland Monroe, Collier, Hendry and Glades counties as well as the immediate coastal sections of Miami-Dade, Broward, and Palm Beach Counties. Wind damage was most significant in the areas affected by tropical storm force sustained winds, primarily around Lake Okeechobee and interior sections of southwest Florida, with only minor wind damage elsewhere.

The storm caused over \$10 million in beach erosion along PBC's coastline. A maximum rainfall total of 16.17 inches was reported with this event at Moore Haven in Glades County. Flooding from these rains produced total damage estimates of \$280,000, primarily in Glades and Hendry counties. Rainfall elsewhere ranged from three (3) to six (6) inches in southeast Florida, and six (6) to eight (8) inches in southwest Florida, with isolated amounts up to ten inches in coastal PBC. All the associated effects of Tropical Storm Fay in South Florida resulted in one (1) fatality, four (4) injured, and \$2.949 million in property damage. Two (2) tornadoes produced \$1.25 million in damage, but caused no injuries or fatalities. The one (1) fatality and three (3) of the injuries were indirectly caused by Fay, with a traffic accident in PBC. The direct injury occurred when a kite surfer on Fort Lauderdale Beach lost control during a squall and was slammed into a building along A1A. Fay caused tropical storm force winds, significant rainfall flooding in some areas and two (2) confirmed tornadoes.

Hurricane Irene of August 25–26, 2011. Hurricane Irene passed over the western Bahamas about 170 miles east of the Florida coast. The western fringes of Irene affected southeast Florida with high surf and winds bordering on tropical storm force. Winds to marginal tropical storm force and high surf affected the PBC coast as the outer fringes of Hurricane Irene passed over the area. Sustained winds to 26 knots with gusts to 46 knots were measured near the coast from Jupiter through Boynton Beach associated with intermittent squalls. Wind damage was limited to a few uprooted trees and knocked down tree branches, causing minor power outages. High surf pounded the coast during the day, causing damage to Lake Worth Beach Pier totaling \$2,000 and injuring eight (8) people at Boynton Inlet when a large wave crashed onto the jetty while onlookers were present. Maximum storm surge at Lake Worth Beach Pier was 1.28 feet with a maximum tide of 1.55 feet.

Tropical Storm Debby of June 22-27, 2012. The outer bands from Tropical Storm Debby located in the Northeast Gulf of Mexico continued to move over South Florida. Severe thunderstorms developed during the late morning into the afternoon with severe wind gusts and eight (8) tornadoes occurring over a span of four (4) hours in Lake Worth Beach, Okeechobee Boulevard and east of I-95, a warehouse district just south of Okeechobee Boulevard, Tamarind Avenue, and Banyan Boulevard. Additional details related to the tornadoes is discussed below.

Hurricane Isaac of August 26, 2012. The center of Tropical Storm Isaac moved over the Florida Straits south of the Florida Keys on Sunday, August 26, passing just south of Key West. Rain bands and winds on the north side of the circulation of Isaac affected Southeast Florida throughout the day of the 26th and part of the 27th. Highest winds over land were recorded along and near the southeast Florida coast where the highest sustained winds ranged from 40-45 mph, with 25-30 mph sustained winds over most inland areas as well as over southwest Florida. Highest wind gusts ranged from 50-60 mph over most land areas to as high as 65 mph along the Atlantic coast and just offshore. Three-day rainfall totals ending at 8:00 a.m. August 28 ranged from five (5) to seven (7) inches across southeast Florida to two (2) to five (5) inches over interior and southwest Florida. The primary exception was over northern metro Broward County and much of PBC where eight (8) to twelve (12) inches fell, with maximum amounts up to 15-18 inches from west of Boynton Beach to Wellington, The Acreage, Royal Palm Beach, and Loxahatchee. These areas of highest rainfall amounts experienced severe flooding with

communities cut off for several days after the storm. Maximum storm tide values were observed at 4.9 feet at Naples, with estimates of five (5) to seven (7) feet along the southern Collier County coast from Goodland to Everglades City. Highest estimated inundation values of up to two (2) feet above ground level were noted in Goodland and Everglades City. Major beach erosion was also observed along the Collier County beaches, with moderate beach erosion along the Atlantic beaches. All of the associated effects of Isaac in south Florida resulted in about \$17.2 million in property damage. Specifically, Isaac's inland floodwaters resulted in about \$10 million in damages, mostly in Palm Beach and Broward counties. Flooding caused by storm tides along the coast in Collier County resulted in about \$400 thousand in damage. Damage from beach erosion in Collier and Broward counties was estimated at \$6 million. Wind damage was estimated at \$750,000. Approximately 112,000 customers lost power during the storm in South Florida.

Hurricane Sandy of October 25-26 2012. Hurricane Sandy began to affect the PBC coast and its adjacent Atlantic waters with tropical storm force winds during the evening of October 25 as it moved slowly north across the northwest Bahamas. Tropical storm force wind gusts were first observed along the coastal PBC region by early in the evening of October 25. Several Weather Flow sensors along and near the PBC coast recorded Tropical Storm Force wind gusts during the evening of October 25, with a peak wind gust of 67 mph observed at Jupiter. However, as Hurricane Sandy continued to move slowly north and then northeast over the Atlantic waters north of the Bahamas through October 28, the main effect along the PBC coast were large northeast swells generated by the storm, which pummeled the Southeast Florida coast with significant beach erosion and coastal flooding. Large breaking waves of possibly over 20 feet were estimated along the coast. As a result, major coastal flooding occurred with the most significant impacts experienced from central Palm Beach north, including the Manalapan area where beachfront structures were threatened by water intrusion. In all, there was an estimated \$14 million in damage sustained in PBC. A total of 44,270 customers lost power. A maximum storm tide of 5.2 feet above mean lower low water (MLLW) was observed at Lake Worth Beach Pier on October 28 at 7:12 a.m. along with a maximum storm surge of 2.28 feet on October 28 at 2:26 a.m.. Similar tide and surge levels were measured at the highest daily high tide during this period, generally between 7:00 and 9:00 a.m.

Tropical Storm Andrea of June 5-7, 2013. During the early evening of June 5, 2013, Tropical Storm Andrea formed in the east-central Gulf of Mexico becoming the first named storm of the 2013 tropical season, and over the next 48 hours, Andrea would pummel portions of south Florida with heavy rainfall and major flooding. Andrea even spawned three (3) tornadoes including an EF-1 tornado that tore through portions of northeast PBC. Although Andrea never made landfall in south Florida, it had far-reaching impacts that mainly affected the east coastal areas. During the early morning hours of June 6, convective rain bands well to the southeast of the storm center streamed across the south Florida area spawning three (3) tornadoes. The first occurred just after 3:00 a.m. and affected the town of Belle Glade in PBC. Only minor damage to trees and power lines was sustained from this tornado and was rated as an EF-0. Just a few hours later, another tornado ripped through The Acreage community in north central PBC.

Hurricane Matthew of October 7, 2016. Hurricane Matthew moved north along the east coast, previously hitting Cuba and Haiti, it moved into Florida as a much weaker hurricane than before. Matthew never made landfall, as the eye barely missed Cape Canaveral. Matthew killed twelve people in the state, produced flooding and high winds, and knocked out power to 1.1 million people. Despite significant preparations, PBC was not directly impacted.

Hurricane Irma of September 10-11, 2017. Tropical Storm Irma formed on August 30 and intensified into a Category 5 cyclone on September 5. Irma attained its peak intensity with winds of 185 mph later that day and maintained Category 5 intensity when it made landfall on Cuba on September 9. Land interaction disrupted the storm temporarily, but once again it strengthened to a Category 4 storm with winds of 130 mph when it made landfall in Cudjoe Key of the Florida Keys early on September 10. A few hours later, it struck Marco Island, Florida, with winds of 115 mph. Irma steadily weakened as it continued north and west. It was the strongest hurricane in terms of windspeed to hit Florida since Charley in 2004, and the most intense in terms of pressure since Andrew in 1992. Irma killed at least 82 people in Florida. Preliminary damage estimates for PBC were over 145 million dollars in damage. According to Florida Power and Light, 680,799 PBC customers lost power, and more than 20% of the County's customers remained without power four (4) days after the storm.

With peak winds of 185 mph, Irma was the strongest Atlantic storm outside of the Gulf of Mexico or Caribbean Sea on record, and is the 11th most intense hurricane on record in the Atlantic basin. Maintaining peak intensity for 37 consecutive hours, Irma is the only tropical cyclone on record worldwide to have had winds that intense for such a long duration. Surprisingly, very little flood damage was reported, and almost all damage was wind-related.

Tropical Storm Philippe of October 22, 2017. Philippe made landfall over the Everglades in southwest Florida with winds of 45 mph. Effects were relatively minor in Florida, although Philippe brought moderate rain and spawned a few weak tornadoes, including one (1) in West Palm Beach. Some localized flooding was reported, mostly on streets with very few homes affected.

2.1.1.3 Tornado

According to NOAA, Florida ranks third in the United States in the average number of tornado strikes, and first in number of tornadoes per square mile according to Florida State University's Florida Climate Center. However, Florida tornadoes are generally weaker than those striking the Plains and other southern states.

Tornadoes are classified using the Enhanced Fujita (EF) Scale as follows:







Scale	Wind speed		Relative frequency	Potential damage	
	mph	km/h			
EF0	65–85	105–137	53.5%	Minor damage. Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over. Confirmed tornadoes with no reported damage (i.e., those that remain in open fields) are always rated EF0.	
EF1	86–110	138–178	31.6%	Moderate damage. Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.	
EF2	111–135	179–218	10.7%	Considerable damage. Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.	
EF3	136–165	219–266	3.4%	Severe damage. Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations blown away some distance.	
EF4	166–200	267–322	0.7%	Extreme damage to near-total destruction. Well-constructed houses and whole frame houses completely leveled; cars thrown and small missiles generated.	
EF5	>200	>322	<0.1%	Massive Damage. Strong frame houses leveled off foundations and swept away; steel-reinforced concrete structures critically damaged; high-rise buildings have severe structural deformation. Incredible phenomena will occur.	

Figure 2.5: Enhanced Fujita Scale

A tornado is a violent windstorm characterized by a twisting, funnel-shaped cloud. It is generated by a thunderstorm (or sometimes as a result of a hurricane) and produced when cool air overrides a layer of warm air, forcing the warm air to rise rapidly. The damage from a tornado is a result of the high wind velocity and wind-blown debris. The most common type of tornado, the relatively weak and short-lived type, occurs in the warm season with June being the peak month. The strongest, most deadly tornadoes occur in the cool season, from December through April. All of PBC is can be affected by a tornado.

According to the Tornado History Project, of the 169 tornadoes seen in PBC between 1950 and January 2016, 113 were classified as F0 tornadoes (67%), 46 (27%) were classified as F1, nine (5%) were classified as F2, and one (0.6%) was classified as an F3 tornado. One (1) death and 102 injuries have been attributed to tornadoes in the County in this period, with total estimated damages of more than 150 million dollars.

When a tornado threatens, only a short amount of time is available for life-or-death decisions. The NWS issues two (2) types of alerts:

- A Tornado Watch means that conditions are favorable for tornadoes to develop
- A Tornado Warning means that a tornado has actually been sighted

Historical Tornado Events

August 7, 2002. On August 7, 2002, there was a Tornado Watch issued by the NWS. Two (2) tornadoes touched down later that evening in the northern part of PBC. Jupiter suffered damage to a shopping plaza. No injuries were reported. A second tornado touched down in unincorporated PBC in a mobile home park causing major damage in some areas. The tornado moved in the direction of east southeast toward Interstate 95. The tornado caused considerable damage to an industrial park located in unincorporated PBC/Riviera Beach. The tornado continued in the same direction damaging several neighborhoods in Riviera Beach. It continued through additional neighborhoods in Riviera Beach just north of Blue Heron Boulevard. The damage path was narrower until it lifted or dissipated near the intersection of Blue Heron Boulevard and Old Dixie Highway.

From all of the evidence considered, including some damage that was very close to F2 damage, National Weather Service Weather Forecast Office (WFO) Miami classified the unincorporated PBC-Riviera Beach tornado as F1 on the Fujita scale, meaning that winds were approximately 72 to 112 mph. The worst damage was apparently caused by winds near the upper end of that range. Miami WFO meteorologists determined that the main path of the tornado was approximately 1/6 mile (200 yards) wide at its widest point and about four (4) miles long. There were no deaths, but 28 individuals suffered minor injuries. There were 22 dwellings destroyed and 226 suffered damage. The damage has been estimated to be \$70 to \$80 million dollars.

June 12, 2008. A small waterspout briefly moved onshore at Delray Beach just north of Atlantic Avenue. The waterspout stirred up some beach umbrellas and blankets, and dissipated shortly after touching land.

August 19, 2008 Wellington Tornado. At about 1:20 a.m. on August 19, a tornado associated with a spiral band of strong thunderstorms rotating around the circulation of Tropical Storm Fay moved through the Village of Wellington. The tornado began near Polo Mark Middle School near the intersection of Lake Worth Road and Isles View Drive and ended just southwest of Wellington High School. The tornado had an approximate damage path of 2.75 miles from the southeast to the northwest and was around 100 yards wide at its widest point, but averaged 70 to 80 yards in width.

The tornado moved through a number of equine farms and polo grounds as well as two (2) subdivisions in Wellington. The most significant damage was to Palm Beach Equine Clinic, where stables were de-roofed, power poles snapped, and many trees fell in crisscrossing patterns. The Equine Veterinary lost more than 95% of its roof tiles; a heavy trailer was tossed about 40 yards from its previous location northwest of the International Polo Club; and an apartment home

near Folkstone Circle lost about 70% of its roof tiles. There were no deaths or injuries to people or animals.

March 21, 2009 Palm Beach Gardens Tornado. A warm front lifted north through South Florida during the day of March 21. Unstable air south of the front combined with warm temperatures produced strong and severe thunderstorms over PBC. A total of about 5,000 customers lost power. A tornado touched down in Palm Beach Gardens in the Ballenisles Golf Country Club near Holly and Seagrape Drives. The tornado moved southeast, across Military Trail and Lilac Street, and lifted near Palm Beach Gardens High School. Minor roof damage was noted to a few residential buildings, as well as, uprooted trees and a damaged fence near Palm Beach Gardens High School. Final tornado rating was EF0 based on an Emergency Management survey and analysis of damage photos.

March 21, 2009 Glen Ridge Tornado. A second tornado touchdown occurred in West Palm Beach near Palm Beach Lakes Boulevard and Australian Avenue. This is the same storm that produced the tornado in Palm Beach Gardens, but eyewitness reports and photographs indicate a likely second tornado touchdown in the West Palm Beach area. Damage was minor (EF0) consisting of downed traffic signals, broken tree branches, and a flipped bus bench.

April 12, 2010. A brief tornado occurred two (2) miles northeast of Belle Glade. The PBC Sheriff's office reported a tornado two (2) miles northeast of the PBC Sheriff's Office substation along state road 80; however, no damages or injuries occurred.

August 7, 2010. A small and short-lived tornado moved through the West Boca area, with numerous reports received of trees down, overturned patio furniture, street lights knocked down, some roofing shingles blown off houses, and downed power lines from around the intersection of Powerline Road and SW 18th Street to the Boca Point Golf Course. No major structural damage was reported. No damage assessment was performed by PBC officials, due to the minor nature of the damage.

January 25, 2011. A small and brief tornado touched down in the Cameo Woods development of Boca Raton near the intersection of Camino Real and Military Trail. Damage was exclusively to vegetation, including an uprooted large avocado tree and several large branches snapped off or broken. About 20 trees in total were damaged by the tornado. Estimated wind speeds were in the 70-75 mph range, indicative of an EF0 tornado.

June 24, 2012. The outer bands from Tropical Storm Debby included severe thunderstorms with severe wind gusts and eight (8) tornadoes occurring over a span of four (4) hours. This event spawned the most number of tornadoes in one day over the southern Florida peninsula since October 14, 1964 when Hurricane Isbell also spawned eight (8) tornadoes. All of the tornadoes were of EF0 intensity.

A brief tornado in Lake Worth Beach touched down and damage was confined to a few homes on North A Street and 15th Avenue, between US 1 and I-95. Damage was minor and consisted primarily of vegetation and debris from a nearby park.

The first report of damage was to a carport south of Okeechobee Boulevard and east of I-95. The tornado traveled through a warehouse district just south of Okeechobee Boulevard and east of Australian Avenue, damaging roofs and doors to a warehouse building. The tornado then crossed Okeechobee Boulevard and traveled between Australian and Tamarind Avenues, damaging trees and knocking down a large metal gate at the West Palm Beach train station. A railroad-crossing arm was broken at Tamarind Avenue and Banyan Boulevard. The tornado followed a discontinuous path of 1.2 miles and its width of probably no more than 20 yards. Maximum winds were likely in the upper end of EF0 scale (75-85 mph), with most areas along the path probably experiencing low end EF0 winds (65-75 mph).

June 6, 2013. Convective rain bands associated with Tropical Storm Andrea streamed across South Florida spawning three (3) tornadoes that affected PBC. The first (EF-0) affected the town of Belle Glade with minor damage to trees and power lines. Another tornado (EF-1 with maximum sustained winds of 100 mph) ripped through The Acreage community damaging several homes and snapped trees and power lines as it tracked across a residential area just west of 130th Avenue between 69th Street and 87th Street. Most damage was to roofs; the garage door of one (1) home was damaged leading to the roof being completely punctured above the garage. A few vehicles were also moved from their original locations and a 30-foot boat was flipped on its side. There was one (1) serious injury from this tornado when an 85 year-old woman was struck by flying debris from a large oak tree that broke through her bedroom window. A third (EF-0) tornado touched down across inland Broward County just east of U.S. Highway 27 about six (6) miles north of Alligator Alley and tracked north, likely crossing over into southern PBC.

January 28, 2016. A line of strong storms moved onto the Gulf Coast just after 5:00 a.m. and moved across the South Central Florida peninsula. A small area of rotation quickly developed at the northern end of the line as it approached the PBC coast. A brief EF-0 tornado touched down in Delray Beach and Boynton Beach.

January 23, 2017. A strong squall line intensified well ahead of a cold front over the eastern Gulf of Mexico during the early morning hours of January 23. The line produced tornadoes in Palm Beach and Miami-Dade counties. Tornado damage was first noted in the Mirabella neighborhood of Palm Beach Gardens west of the Florida Turnpike between PGA Boulevard and Donald Ross Road, then followed a somewhat discontinuous path ENE across Palm Beach Gardens to Juno Beach where it moved offshore at the Juno Beach Pier.

At Dwyer High School, the tornadic winds as well as flying debris broke windows, damaged a softball field and caused a small hole in the ceiling over a classroom in the school's main building. It continued into Juno Beach Condo mobile home park where eight (8) units sustained damage. The tornado moved offshore at the Juno Beach Pier around 1:49 a.m. where a wind gust of 87 mph was recorded at Juno Beach Pier at 1:50 a.m. The roof was lifted off of one (1) lifeguard stand near the pier, and wood railings were damaged at the north side of the pier.

2.1.1.4 Severe Thunderstorms/Lightning

A severe thunderstorm is defined as a thunderstorm containing one or more of the following phenomena: hail 2/4" or greater, winds gusting in excess of 57.5 mph, and/or a tornado. Severe weather can include lightning, tornadoes, damaging straight-line winds, and large hail. Most individual thunderstorms only last several minutes, however some can last several hours.

Long-lived thunderstorms are called supercell thunderstorms. A supercell is a thunderstorm that has a persistent rotating updraft. This rotation maintains the energy release of the thunderstorm over a much longer time than typical, pulse-type thunderstorms, which occur in the summer months. Supercell thunderstorms are responsible for producing the majority of severe weather, such as large hail and tornadoes (NOAA). Downbursts are also occasionally associated with severe thunderstorms. A downburst is a strong downdraft resulting in an outward burst of damaging winds on or near the ground. Downburst winds can produce damage similar to a strong tornado. Although usually associated with thunderstorms, downbursts can even occur with showers too weak to produce thunder (NOAA). Strong squall lines can also produce widespread severe weather, primarily very strong winds and/or microbursts.

Florida has more thunderstorm activity than any other US state. PBC residents are quite familiar with thunderstorms and the severe weather they can bring. When a severe thunderstorm approaches, the NWS will issue alerts. Two (2) possible alerts are:

- Severe Thunderstorm Watch - Conditions are favorable for the development of severe thunderstorms
- Severe Thunderstorm Warning - Severe weather is imminent or occurring in the area

The most dangerous and costly effect of thunderstorms is lightning. As a thunderstorm grows, electrical charges build up within the cloud, and oppositely charged particles gather at the ground below. The attraction between positive and negative charges quickly grows strong enough to overcome the air's resistance to electrical flow. Racing toward each other, they connect and complete the electrical circuit. Charges from the ground then surge upward at nearly one-third the speed of light and produce a bright flash of lightning (Cappella, 1997).

On average, more people are killed by lightning than any other weather event. According to NOAA, Florida leads in the nation in lightning related deaths and injuries, with 51 deaths statewide from 2007 – 2018. Florida also has the most strikes, about 12 strikes per square kilometer per year in some places, according to the National Lightning Safety Institute. The peak months for lightning strikes in Florida are June, July, and August, but no month is safe from lightning danger, and all of PBC is equally vulnerable to this hazard.

According to NOAA's storm events database, from January 2007 – September 2018, PBC experienced 96 thunderstorm events with winds gust over 50 miles per hour. These events cumulatively caused \$93,500 in property damage and \$5,000 in crop damage. The highest wind

gust in this time was 70 miles per hour on April 4, 2013 in the Town of Ocean Ridge. There was only one (1) recorded injury that occurred on February 26, 2008 when thunderstorm winds produced damage at the Moroso Motor Sports Park on Beeline Highway in North Central PBC. An awning was blown off a trailer, and a man was injured when a 400-500 pound water barrel struck him.

2.1.1.5 Drought

Drought is a normal, recurrent feature of climate, although many perceive it as a rare and random event. In fact, each year some part of the U.S. has severe or extreme drought. Even in Florida, where annual rainfall averages about 60 inches, drought is a regular part of the climate. Although it has many definitions, drought typically means a deficit of precipitation from normal values over an extended period, usually a season or more (National Drought Mitigation Center, 1998). Drought produces a complex web of impacts that spans many sectors of the economy, and reaches well beyond the area producing physical drought. This complexity exists because water is essential to our ability to produce goods and provide services (National Drought Mitigation Center, 1998).

A few examples of direct impacts of drought are: reduced crop, rangeland, and forest productivity; increased fire hazard; reduced water levels; increased livestock and wildlife mortality rates; and damage to wildlife and fish habitats. Social impacts include public safety; health issues; conflicts between water users; reduced quality of life; and inequities in the distribution of impacts and disaster relief. Income loss is another indicator used in assessing the impacts of drought; reduced income for farmers has a ripple effect throughout the region's economy (National Drought Mitigation Center, 1998).

The impact is so diffuse that it is difficult to come up with financial estimates of damages. However, FEMA estimates \$6-8 billion in losses as the annual average. The worst drought in recent history occurred in 1987-1989, and the National Climatic Data Center reports the estimated cost as \$40 billion (National Drought Mitigation Center, 1998).

In PBC, the primary sources of water are Lake Okeechobee, watershed areas, and the County's wellfields. Normally, excess water from an interconnected series of lakes, rivers, canals, and marshes flows into Lake Okeechobee via the Kissimmee River. When this cycle is disrupted by periods of drought, one of the potentially most damaging effects is substantial crop loss in the western agriculture areas of the County. In addition to obvious losses in yields in both crop and livestock production, drought in PBC is associated with increases in insect infestations, plant disease, and wind erosion. The incidence of wild fires increases substantially during extended droughts, which in turn places both human and wildlife populations at higher levels of risk.

The county averages between 50 and 60 inches of rain per year, with annual rainfall varying up to 20 inches above or below the annual average. The SFWMD and County staff manage the County's water resources. A countywide, uniform, forceful, contingency plan is in place to effectively restrict the use of water that complements the District's water management efforts during periods of critical water shortage.

The worst drought on record for PBC was from November 2000 to February 2001. Lake Okeechobee dropped from 18 feet after Hurricane Irene in October of 1999 to nine (9) feet by May of 2001. Lake Okeechobee's average is about 12 feet. The year 2000 was also the driest year on record for the State of Florida.

The graph below shows periods of drought for PBC from January 2000 through January 2018. The y-axis is the percentage of PBC covered by drought conditions, and the colors indicate the drought levels as defined by the US Drought Monitor in the legend below the graph. According to this data, exceptional drought occurred in the County in the winters of 2001 and 2011, with extreme drought conditions occurring in 2007 and 2009.

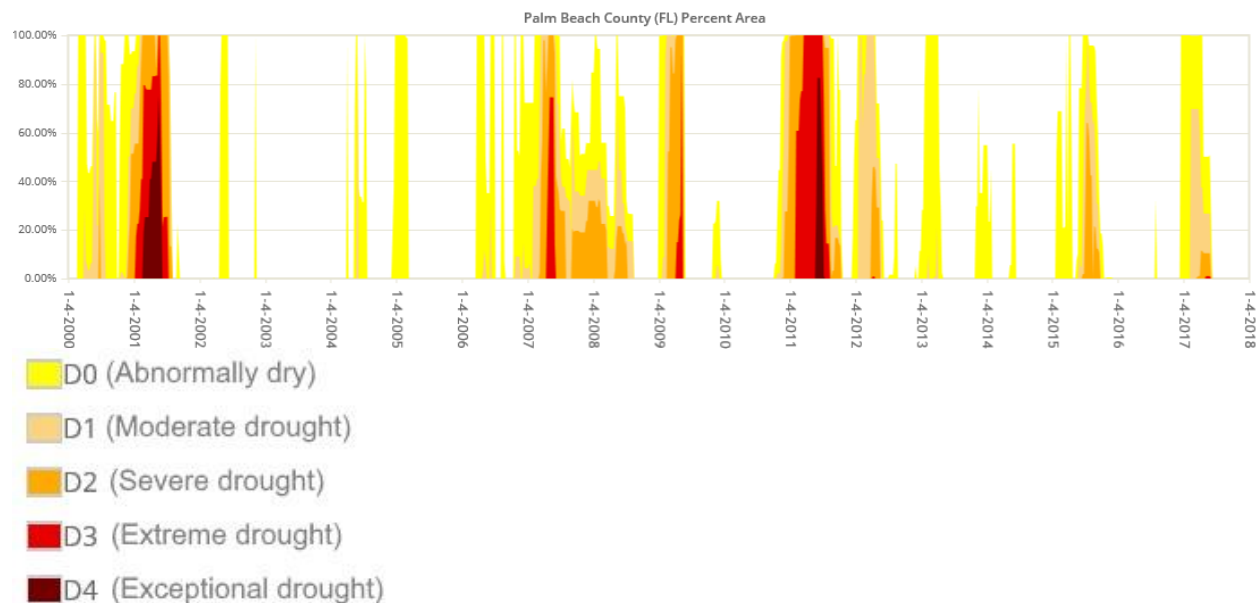


Figure 2.6: PBC droughts January 2000 through January 2018.

The following are significant droughts that have affected PBC since 1970, but none have resulted in major negative impacts to the county:

1970 - 1971 Drought. Lake Okeechobee reached a minimum stage of 10.29 feet National Geodetic Vertical Datum (NGVD) on June 7, 1971. A rainfall deficit of 42% was reported as average for Lake Okeechobee and the Northern, Central, and Southern Everglades for the eight-month period from October 1970 to May 1971.

1972 – 1974 Drought. The 1972–1974 Drought was comparable to the 1971–1972 drought. The rainfall deficit during this period was 47%. The minimum lake stage of 10.98 feet NGVD was reached on May 21, 1974.

1980 – 1982 Drought. The 1980–1982 Drought was one of the most severe droughts ever in South Florida. A more than 20-inch rainfall deficit over two (2) years resulted in the decline of the Lake Okeechobee stage from 17.46 feet NGVD on January 1, 1980 to 9.79 feet NGVD on

July 21, 1981. The 7.7-foot drop in water level was attributed to a decrease in rainfall and increases in evaporation and water use. The drought for the Lower East Coast and Water Conservation Areas was relieved in 1981 by Tropical Storm Dennis.

1985 Drought. The 1984 wet season and the 1984–1985 dry season had rainfall deficiencies that resulted in the 1985 drought. The upper Kissimmee, lower Kissimmee, and Lake Okeechobee rain areas had an average deficit of 14 inches. The Lake Okeechobee water level declined from 15.14 feet NGVD to 11.82 feet NGVD between January 1, 1985 and June 12, 1985. The South Florida Water Management District had to initiate back pumping to increase water supply. A water shortage plan was also implemented.

1988 – 1989 Drought. South Florida experienced a severe drought from September 1988 to August 1989, during which there was a 21-inch rainfall deficit in the Everglades Agricultural Area and the Lower East Coast. The Lake Okeechobee water level declined from 15.95 feet NGVD on September 1, 1988 to 11.06 feet NGVD on August 8, 1989. During the same period, record storage depletion was reported for Lake Okeechobee and the Water Conservation Area.

1990 Drought. The 1990 drought was a continuation of the 1988–1989 drought. From June 1989 through May 1990, a nine-inch rainfall deficit occurred District-wide and was most severe in Everglades National Park. Lake Okeechobee supply-side management and water restrictions were implemented to conserve lake water. The Lake Okeechobee water level declined from 12.25 feet NGVD on January 1, 1990 to 10.47 feet NGVD on June 21, 1990.

2000 - 2001 Drought. A new low water level record of 8.97 feet NGVD was set for Lake Okeechobee on May 24, 2001 during the 2000–2001 drought in South Florida. This is considered the worst drought on record for PBC, and also the driest year on record for the State of Florida.

2007 Drought. A severe drought affected the region from late 2006 through 2007, following back-to-back years of unprecedented hurricane activity and higher-than-normal rainfall. On July 2, 2007, water levels in Lake Okeechobee reached an all-time record low of 8.82 feet, eclipsing the mark of 8.97 feet set during the 2001 drought. Rainfall directly over the lake was low enough to qualify the 2007 drought as a 1-in-100-year event. Only 40 inches of rain fell on the region in an 18-month period, about half the average. More than 200 days passed without water flowing from the Kissimmee River into Lake Okeechobee. This also marked the first time SFWMD experienced a situation where all three (3) major water storage areas of the system – the Upper Kissimmee Chain of Lakes, Lake Okeechobee, and the Water Conservation Areas – simultaneously had substantially below normal water levels approaching record lows.

A combination of voluntary and mandatory water use restrictions were enacted by the SFWMD in early 2007. Widespread drought conditions continued into late 2007, particularly in the Lake Okeechobee watershed.

A wetter than normal spring and summer of 2008 finally interrupted the extended drought. Water use restrictions continued into 2009 and beyond, in order to balance longer-term regional water availability and supply needs.

August 2011 Drought. Rainfall amounts in August ranged from four (4) to six (6) inches over parts of interior southwest Florida to over ten (10) inches over parts of southeast Florida. Overall, rainfall averaged near to above average over most areas, leading to gradually improving drought conditions. Lake Okeechobee remained over two (2) feet below the normal level for this time of year. Underground water levels remained below normal over much of south Florida, especially over the metro east coast sections.

2.1.1.6 Extreme Temperatures

Freezing Temperatures

According to the Florida Department of Agriculture and Consumer Services, a moderate freeze may be expected in the state every one (1) to two (2) years on average, and severe freezes every 15 to 20 years. Florida has experienced a number of severe or disastrous freezes, when the majority of the winter crops are lost. According to the Florida Climate Center, there have been 12 significant “impact freezes” in the state since 1894, the most recent being in 1996, when a Presidential Disaster Declaration was issued for crop losses exceeding \$90 billion dollars. During this event, there was an extensive loss of citrus trees and the majority were not replanted. Freezes pose a major hazard to the agriculture industry in PBC on a recurring basis, and are a significant threat to the economic vitality of the County’s agriculture industry. The county has experienced seven (7) significant freezes between 1970 and the present.

Freezing conditions primarily affect agriculture and homeless people in PBC. While PBC enjoys warm weather throughout the year, freezing does occur, primarily in the months late December and January. During the nighttime hours, temperatures can dip to as low as 35 degrees, but this normally is not sustained for more than three (3) hours before the temperatures rises above 40 degrees. The County’s *Cold Weather Shelter Plan* calls for shelters to be open if there is a sustained temperature of 40 degrees or below or wind-chill factor of 35 degrees or below for four (4) consecutive hours. In the past five (5) years, the shelters have only been activated three (3) times for one (1) day each. When conditions are predicted to fall below thresholds, the Duty Officer is alerted by the County Warning Point. In the winter of 2017 - 2018, the shelters were opened four (4) times and closed the next morning.

Significant freezes since 1977 include:

The 1977 Freeze. Climaxing one of the coldest winters ever recorded in the eastern United States, a severe cold outbreak of arctic air swept into Florida January 18 through 21, 1977. Snow was reported as far south as Homestead and a severe freeze affected all of the State's citrus and vegetable crops.

In South Florida agricultural areas, the freeze was one of the most severe of this century. Temperatures were below freezing for 10 to 14 hours, and 28°F or colder for four (4) to eight (8) hours. An unusually heavy frost accompanied these freezing temperatures and extended to the coast. West Palm Beach recorded an all-time low of 27°F. Some farmers in the area reported temperatures near 20°F.

A U. S. Department of Agriculture report indicated the following crop loss statewide: Citrus 25%, vegetables 95-100%, commercial flowers 50-75%, permanent pastureland 50%, sugar cane 40%. It is estimated the 1977 freeze cost the Florida economy \$2 billion (1977 dollars).

The 1989 freeze. Tens of millions of dollars, if not hundreds of millions of dollars, in losses are possible. A second freeze occurred two (2) weeks later causing some additional crop damage, but was not as severe.

The 2009 Freeze. Agricultural damages from a January 2009 freeze were assessed. Seventy million citrus trees and tens of thousands of acres of fresh fruits and vegetables were in regions where temperatures remained below 20°F for several hours for two (2) consecutive days. In the Glades area, freezing temperatures lasted as long as 12 hours. Early estimates indicated that the bean crop was destroyed and as much as 85% of the corn crop was lost. Sugar cane also took a hit, but damage was not known until harvest time. This event was the most destructive since the 1989 freeze. Tens of millions of dollars, if not hundreds of millions of dollars, in losses are possible. A second freeze occurred two (2) weeks later causing some additional crop damage, but was not as severe.

Historic freeze of January 2010. A historic cold snap of both duration and magnitude began on New Year's Night when the first of two (2) arctic cold fronts moved through south Florida. After a brief warm-up on Friday, January 8, a stronger arctic front moved through during the pre-dawn hours of Saturday, January 9. Several daily low and low maximum temperature records were either tied or broken during this period. West Palm Beach had an average 12-day temperature of 49.9 degrees between Jan 2 and Jan 13, the lowest on record for any 12-day period (previous record 50.9 degrees set from January 16-27, 1977). Impacts were significant, particularly to the agricultural industry with statewide estimated crop losses in the \$500 million range. Heavily agricultural areas west and southwest of Lake Okeechobee, primarily over Glades, Hendry, and inland Collier counties, registered anywhere from five (5) to seven (7) days of freezing temperatures.

March 2014 Freeze. A cold late-season air mass settled over South Florida, causing temperatures to drop to near or slightly below freezing on the morning of March 4th across the Lake Okeechobee and interior areas of southern Florida. Temperatures in the low to mid 30s in western PBC led to frost formation during the early morning hours of March 4, leading to some crop damage. Damage was mainly to corn, with less than 20% of the crop damaged. Crop damage is estimated and based on total number of acres damaged which was approximately 3,000-4,000 acres. Unofficial temperature readings in some of the fields were as low as the mid-20s, but these values were likely not representative of the larger area. PBC estimated crop losses were over \$3 million dollars.

Extreme Heat

Temperatures that remain 10°F or more above the average high temperature for a region and last for several weeks are defined as extreme heat (FEMA, 1996). Humid conditions, which add to the discomfort of high temperatures, occur when an area of high atmospheric pressure traps hazy, damp air near the ground. In a normal year, approximately 175 Americans die from extreme heat. However, in 1995 the national death toll was 1,021 (NWS, 1997).

Human bodies dissipate heat in one of three ways: by varying the rate and depth of blood circulation; by losing water through the skin and sweat glands; and by panting. As the blood is heated to above 98.6°F, the heart begins to pump more blood, blood vessels dilate to accommodate the increased flow, and the bundles of tiny capillaries penetrating through the upper layers of skin are put into operation. The body's blood is circulated closer to the surface, and excess heat is released into the cooler atmosphere. Water diffuses through the skin as perspiration. The skin handles about 90% of the body's heat dissipating function.

Heat disorders generally have to do with a reduction or collapse of the body's ability to cool itself by circulatory changes and sweating, or a chemical (salt) imbalance caused by too much sweating. When the body cannot cool itself, or when it cannot compensate for fluids and salt lost through perspiration, the temperature of the body's inner core begins to rise and heat-related illness may develop. Studies indicate that, other factors being equal, the severity of heat disorders tend to increase with age. Heat cramps in a 17-year-old may be heat exhaustion in someone 40 and heat stroke in a person over 60.

When the temperature gets extremely high, the NWS has increased its efforts to alert the public as well as the appropriate authorities by issuing Special Weather Statements. Residents should heed these warnings to prevent heat related medical complications. As a result of the latest research findings, the NWS has devised the "Heat Index" (HI). The HI, given in degrees Fahrenheit, is an accurate measure of how hot it feels when relative humidity is added to the actual air temperature. The NWS will initiate alert procedures when the HI is expected to exceed 105°F for at least two (2) consecutive days. Possible heat disorders related to the corresponding HI are listed below.

Data from the Palm Beach International Airport weather station, acquired from the Florida Climate Center, indicate that between July 1938 and December 2016, there were 130 days with maximum temperatures above 95 degrees Fahrenheit, of which 18 were above 97 degrees. The highest temperature ever recorded at the station was on July 21, 1942 at 101 degrees Fahrenheit.

In most cases, extreme heat affects those who do not have the ability to stay inside during extreme heat. The county does not have a significant population of people that experience heat related injuries. Although the County does have a sheltering program, shelters have never activated shelters due to heat.

Heat Index	Effects of Exposure
80°F -90°F	Fatigue possible with prolonged exposure and physical activity
90°F -105°F	Sunstroke, heat cramps with prolonged exposure
105°F -120°F	Sunstroke, heat cramps, and heat exhaustion likely and heatstroke possible with prolonged physical activity
120°F or Higher	Heatstroke/Sunstroke; exposure for people in higher risk groups

Figure 2.7: Heat Index Effects of Exposure

This chart represents the averages and potential extreme temperatures of South Florida.

South FL Monthly Averages (Degrees Fahrenheit)												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Avg Temp	66°	68°	71°	74°	79°	82°	82°	82°	82°	79°	74°	69°
Record High	88° '79	94° '64	92° '77	99° '71	98° '02	98° '09	99° '82	98° '64	98° '77	98° '00	91° '02	89° '09
Record Low	28° '77	22° '89	20° '80	40° '50	51° '92	60° '66	64° '75	66° '81	61° '65	47° '76	25° '50	20° '89
Avg Rain	2.6"	2.2"	2.5"	2.5"	6.2"	9.8"	7.4"	8.0"	9.4"	6.4"	2.9"	2.2"

Figure 2.8: Averages and Record Temperatures in South Florida.

2.1.1.7 Agricultural Pests and Diseases

Florida agriculture generates farm cash receipts of nearly \$8 billion annually. The state ranks 18th nationally in total farm cash receipts, second in vegetable and melon cash receipts, 11th in crop cash receipts, and generates more than 50% of total U.S. citrus production. The industry is susceptible to many hazards including freezes, droughts, and exotic pests or diseases. Agricultural crops grown throughout the state and every region are vulnerable to the effects of an exotic pest or disease infestation.

According to PBC Cooperative Extension, the county is one of the 10 largest agricultural counties in the United States, and leads the state of Florida in total agricultural sales with an estimated \$1.42 billion in 2016-2017. Agricultural wages and salaries are also first in the state at more than \$316 million. The county’s 452,242 acres dedicated to agriculture represent 36% of its total land area. The main threats to the PBC agriculture industry are Citrus Canker, HLB (greening disease), the Mediterranean Fruit Fly (Medfly), and sugarcane pests.

However, as it relates to PBC, we have not experienced or had any issues as it relates to Agricultural Pest and Disease over the past 20 years.

Citrus Canker

Citrus Canker was found in PBC in numerous locations in 2002. The Florida Department of Agriculture and Consumer Services (FDACS) reported cases of orange and grapefruit trees infected in the southern and northern parts of the County. Citrus Canker is a bacterial disease that causes premature leaf and fruit drop. It affects all types of citrus, including oranges, sour oranges, grapefruit, tangerines, lemons, and limes. Symptoms found on leaves and fruit are brown, raised lesions surrounded by an oily, water-soaked area and a yellow ring or halo.

There is no known chemical compound that will destroy the Citrus Canker bacteria. In order to eradicate the disease, infected trees must be cut down and disposed of properly. In 2002, legal cases over the cutting down of infected and exposed trees began when citrus canker was discovered in PBC. The FDACS wanted to search a 70-square-mile area of PBC for diseased trees. It is a highly contagious disease that can be spread rapidly by windborne rain, lawnmowers and other landscaping equipment, animals and birds, people carrying the infection on their hands or clothing, and moving infected or exposed plants or plant parts. There is great potential to affect Florida's \$9.1 billion citrus industry.

Huanglongbing (HLB)/Citrus Greening Disease

Huanglongbing (HLB), also known as citrus greening or yellow dragon disease, is one of the most serious citrus diseases in the world. It is widespread in Asia, Africa, and the Saudi Arabian Peninsula. In July 2004 it was reported in Brazil, and in August 2005 it was found for the first time in the U.S. in south Miami-Dade County. Huanglongbing is a bacterial disease that attacks the vascular system of plants. Once infected, there is no cure for the disease, and in areas where the disease is endemic, citrus trees decline and die within a few years. There are three (3) known forms: Asian, African and Brazilian. The HLB bacteria is transmitted primarily by insect vectors (Asian citrus psyllids), but can also be spread through plant grafting and movement of infected plant material. Even though the pathogens are bacteria, the disease does not spread by casual contamination of personnel and tools or by wind and rain. Though citrus is the primary plant host for HLB, other citrus relatives can also get the disease. Common HLB host plants include the Chinese box orange (*Severinia buxifolia*) and the curry leaf (*Murraya koenigii*). While HLB disease and the Asian psyllid share many of the same host plants, some host plants are specific to the disease and others to the psyllid.

The entire State is under Federal quarantine for citrus greening and Asian citrus psyllid. Federal law restricts the movement of live citrus plants, plant parts, budwood, or cuttings outside of Florida. Subsequent U.S. detections of the disease have occurred in numerous citrus-producing States and U.S. Territories.

The map on the following page from FDACS indicates instances of citrus canker and citrus greening in South Florida, including PBC.

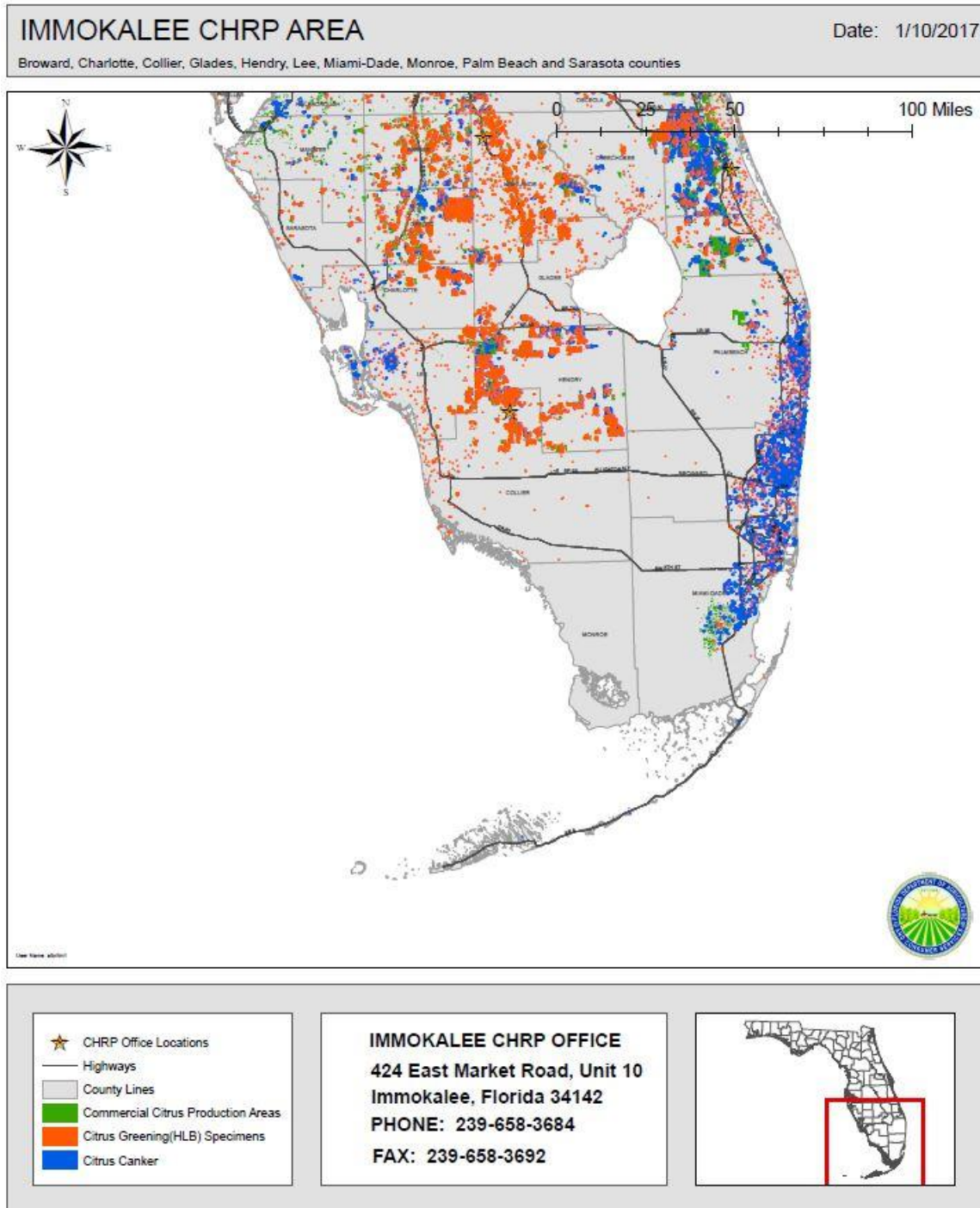


Figure 2.9: Citrus Canker and Citrus Greening in South Florida

Mediterranean Fruit Fly (Medfly)

Another possible threat to PBC's agriculture industry has been the Medfly. It is one of the world's most destructive pests and infests more than 250 different plants that are important for U.S. food producers, homeowners, and wildlife. It had been considered one of the greatest pest threats to Florida's \$1.5 billion citrus crop, as well as endangering many other economically significant crops. For example, a Medfly outbreak in 1997 cost an estimated \$26 million to eradicate. Florida growers were not permitted to ship numerous fruit and vegetable crops to many foreign and domestic markets. The movement of fruits and vegetables, even within the state if affected, would be disrupted, which could lead to higher prices in the supermarket.

Adult Medflies are up to 1/4 inch long, black with yellow abdomens, and have yellow marks on their thoraxes. Their wings are banded with yellow. The female Medfly damages produce by laying eggs in the host fruit or vegetable. The resulting larvae feed on the pulp, rendering the produce unfit for human consumption. In addition to citrus, Medflies will feed on hundreds of other commercial, backyard fruit, and vegetable crops.

Because Medflies are not strong fliers, the pest is spread by the transport of larval-infested fruit. The major threats come from travelers, the U.S. mail, and commercial fruit smugglers. Several steps had been taken to prevent new infestations. State and federal officials working with postal authorities, continue to inspect packages suspected of potentially carrying infested fruit.

Eradication efforts and close inspections have allowed the USDA to report no known Medfly infestations in PBC nor Florida in over 20 years. <https://www.invasivespeciesinfo.gov/profile/mediterranean-fruit-fly> The USDA continues to apply Integrated Pest Management to determine the magnitude of pest infestations and crop diseases. It applies an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties.

The PBC LMS Committees have tried to provide the most comprehensive information possible for each potential hazard. In some instances the information was incomplete or there was only partially available data. Our Committees will continue its research, seek out further analytical tools or databases, and include new information in the LMS whenever possible as part of its annual monitoring.

We based the Medfly hazard on a probability scale of occurrence. This scale takes into effect the likelihood that PBC will be impacted by the hazard within a given period of time or the return rate of a hazard, and is based on the historical data, estimated return periods, recurrence, or chance of occurrence.

- Very Low – Although the hazard is noted, no previous occurrence has been recorded; or less than a 0.1% chance of occurrence; or a 100-year event or greater.
- Low – The hazard has occurred 10 years or more ago; or greater than 0.1% to 1.0% chance of occurrence; or a 100-year event.

- Medium – The hazard has occurred in the past 6 to 10 years; or greater than 1.0% to 2.0% chance of occurrence; or a 50-year event.
- High – The hazard to occurred in the past 1-5 years; or greater than 2.0% chance of occurrence; or less than a 50-year event.

Sugarcane Pests and Diseases

Florida leads the nation in production and value of sugarcane, accounting for 52 percent of the total U.S. value for sugarcane for sugar and seed. Most of the commercial sugarcane industry is located in South Florida around the southern tip of Lake Okeechobee. Palm Beach County accounts for approximately 70 percent of the commercial sugarcane acreage. The remainder is grown in the adjacent counties of Hendry, Glades, and Martin. The crop is harvested from late-October through mid-April.

As a tropical grass, sugarcane has evolved to resist many pests that are common in semi-tropical environments, but there are still key pests for the crop. These pests include: sugarcane borer, white grubs, wireworms, yellow sugarcane aphid, and lesser cornstalk borer on the sugarcane grown on sand. Insect problems vary during the growing season and from one season to the next because of varying factors such as the weather and cultural practices.

There are a number of sugarcane diseases known throughout the world. However, very few have affected Florida sugarcane historically. Until 2008, no fungicides were used in this crop and varietal resistance to brown rust kept this disease under economic thresholds. However, orange rust has was found in Florida in 2007, and again, varietal adjustments and several cultivars use fungicides to maintain economically acceptable yields.

We also based the Sugarcane Pests and Diseases hazard on a similar probability scale of occurrence as the Medfly. This scale takes into effect the likelihood that PBC will be impacted by the hazard within a given period of time or the return rate of a hazard and is based on the historical data, estimated return periods, recurrence, or chance of occurrence.

- Very Low – Although the hazard is noted, no previous occurrence has been recorded; or less than a 0.1% chance of occurrence; or a 100-year event or greater.
- Low – The hazard has occurred 10 years or more ago; or greater than 0.1% to 1.0% chance of occurrence; or a 100-year event.
- Medium – The hazard has occurred in the past 6 to 10 years; or greater than 1.0% to 2.0% chance of occurrence; or a 50-year event.
- High – The hazard to occurred in the past 1-5 years; or greater than 2.0% chance of occurrence; or less than a 50-year event.

There have been no measureable outbreaks recorded for PBC or surrounding counties.

2.1.1.8 Wildfire/Urban Interface Zone

The Wildland/Urban Interface is defined as the area where structures and other human development meet with undeveloped wildland or vegetative fuels (FEMA, 1996). As residential areas expand into relatively untouched wildlands, people living in these communities are increasingly threatened by wildfires.

There are three (3) different classes of wildland fires. A surface fire is the most common type and burns along the floor of a forest, moving slowly and killing or damaging trees. A ground fire is usually started by lightning and burns on or below the forest floor. Crown fires spread rapidly by wind and move quickly by jumping along the tops of trees. Wildland fires are usually identified by dense smoke that fills the area for miles around.

Rural and large tracts of unimproved lands are susceptible to brush and forest fires capable of threatening life, safety, and property loss in adjacent developed areas if not effectively controlled. Wildfires are caused by numerous sources including arson, carelessness by smokers, individuals burning debris, operating equipment that throws sparks, and children playing with matches. However, the largest number of fires is caused by lightning strikes, which coincides with the height of the thunderstorm season. A major wildland fire can leave a large amount of scorched and barren land, and these areas may not return to pre-fire conditions for decades. If the wildland fire destroys the ground cover, other potential hazards, such as erosion, may develop (FEMA, 1998).

Structures in the wildland/urban interface zone are vulnerable to ignition in three (3) different ways: radiation, convection, and firebrands (National Wildland/Urban Interface Fire Protection Program). Radiating heat from a wildfire can cause ignition by exposure to the structure. The chances of ignition increase as the size of the flames increases, surface area exposed to flames increases, length of exposure time increases, and distance between the structure and the flames decreases. Another source of ignition by wildfire is convection. Ignition of a structure by convection requires the flame to come in contact with the structure. Contact with the convection column is generally not hot enough to ignite a structure. Clearing to prevent flame contact with the structure must include any materials capable of producing even small flames. Wind and steep slopes will tilt the flame and the convection column uphill increasing the chance of igniting a structure. Structures extending out over a slope have the greatest likelihood of ignition from convection.

Firebrands also pose a threat to structures in the wildland/urban interface. A firebrand is a piece of burning material that detaches from a fire due to strong convection drafts in the burning zone. They can be carried a long distance (approximately one (1) mile) by fire drafts and winds. The chance of these firebrands igniting a structure depends on the size of the firebrand, how long it burns after contact, and the materials, design, and construction of the structure.

The LMC Committees based Wildfire (above) and Muckfire (below) impacts on a severity scale based on the magnitude of the hazard and the on-going mitigation measures in place to

counteract those hazards. The severity describes how intense a hazard may be felt and comprised of its impacts, as well as any mitigation actions to offset the impacts.

- Magnitude – the degree to which impacts may be felt or a measured intensity: Human Impacts – Possibility of death or injury to the population
 - Very Low – Minimal possibility of death or injury
 - Low – Less than 2 deaths or 10 injuries reported or expected
 - Medium – Between 2 – 5 deaths or 10 – 25 injuries reported or expected
 - High – More than 5 deaths or 25 injuries reported or expected

- Property Impacts – Physical losses and damages to property, buildings, or other critical infrastructure
 - Very Low – Minimal possibility of physical loss and/or damage
 - Low – Physical losses and/or damages are reported or expected to be less than \$10,000
 - Medium – Physical losses and/or damages are reported or expected to be between \$10,000 and \$1,000,000
 - High – Physical losses and/or damages are reported or expected to be greater than \$1,000,000

- Spatial Impacts – Amount of geographic area affected
 - Very Low – Minimal geographic area affected
 - Low – Up to 25% of total area or jurisdiction affected
 - Medium – 26%-50% of total area or jurisdiction affected
 - High – 50% or more of total area or jurisdiction affected

- Economic Impacts (Interruption of businesses, infrastructure, or government services)
 - Very Low – Minimal interruption of services or no more than 12 hours
 - Low – Interruption of services between 1 – 3 days
 - Medium – Interruption of services between 3 – 7 days
 - High – Interruption of services greater than 7 days

On April 15, 1999, just north of PBC in Port St. Lucie, a wildfire consumed 42 homes in 24 hours. Every fire unit in St. Lucie County and assistance from Indian River, Martin, Palm Beach, Broward, and Okeechobee Counties and units from two (2) Division of Forestry Districts, two (2) helicopters, and a Type 1 Air Tanker contained the fire after 26 hours. Due to the near perfect wildfire conditions, the fire suppression units were unable to keep up with these rapidly moving fires. The estimated damage was \$4.2 million. Over 5,000 people were evacuated, most self-evacuated from the area.

On Thursday, April 10, 2002, a brush fire occurred in a heavily wooded area just east of the Acreage on the north side of Northlake Boulevard. Fueled by high winds, and low humidity, the fire eventually burned approximately 450 acres, destroyed a number of vehicles and trailers stored on the property, and required several days to fully extinguish. A helicopter was called in

to aid in extinguishing the wildfire. The helicopter made a total of 58 water drops. A loss of \$250,000 of timber was lost in relation to the wildfire.

The five (5) federal agency managing forest fire response and planning for almost 10 million acres in Florida are the United States Forest Service, the Bureau of Land Management, Bureau of Indian Affairs, the National Park Service, and the United States Fish and Wildlife Services. There are other State agencies that have a significant number of wildfires but conduct a lot of prescribed fires, namely the Florida Forest Service. They determine the magnitude of size, intensity, acreage, and potential for evacuations. The county has over 587,649 acres of vegetation and trees that could be potentially destroyed or damaged in an uncontrolled muck or wildfire. The majority of these areas are in the western and southwestern part portion of county. These acres are under contract with the Florida Department of Agriculture to be protected in case of fire in coordination with Palm Beach Country Fire Rescue.

2.1.1.9 Muck Fire

A muck fire is a fire that consumes all the organic material of the forest floor, and also burns into the underlying soil. It differs from a surface fire by being invulnerable to wind. If the fire gets deep into the ground, it could smolder for several years. In a surface fire, the flames are visible and burning is accelerated by wind, whereas in a muck fire, wind is not generally a serious factor (Canadian Soil Information System, 1996). Another extraordinary fact about muck fires has to do with their release of carbon dioxide. A peat bog that is on fire can release more carbon dioxide into the atmosphere than all the power stations and car engines emit in Western Europe in one year (New Scientist, 1997). This type of fire could have a significant impact on the overall climate. Much like wildfires, we based this hazard on a severity scale as indicated above.

Muck fires are not a frequent threat to Florida. However, during a drought in the 1980s, fires in the Everglades consumed the rich, dried out muck that had once been the bottom of the swamp. These fires burned deep into the ground and required specialized, non-traditional firefighting techniques.

A muck fire occurred in June of 1999. There were about 20,000 acres of muck, brush, and sawgrass on fire in the Rotenberger Wildlife Management Area located in Southwestern PBC.

In May 2008, a muck fire, spawned by an extended drought, scorched the dried up edges of Lake Okeechobee between Moore Haven and Clewiston covering an area of over 5,800 acres.

In PBC, most of the muck area is owned by the sugar cane industry and not owned by the county. The corporation conducts controlled burns each year to over 300,000 acres of muck area to prepare the land for seasonal growth. These areas are monitored very closely. The National Park Service or the Florida Forest Service may determine the magnitude of size, intensity, acreage, and potential for evacuations. If a muck fire occurred that required Country resources, they would be provided with coordination.

2.1.1.10 Soil/Beach Erosion

Soil Erosion

Soil erosion is the deterioration of soil by the physical movement of soil particles from a given site. Wind, water, animals, and the use of tools by humans may all be reasons for erosion. The two (2) most powerful erosion agents are wind and water; but in most cases these are damaging only after humans, animals, insects, diseases, or fire have removed or depleted natural vegetation. Accelerated erosion caused by human activity is the most serious form of soil erosion because the rate is so rapid that surface soil may sometimes be blown or washed away right down to the bedrock. While there is no scale of determination, magnitude of soil erosion affect may be determined by economic impact given to the an area, agriculture type, or land development.

Undisturbed by humans, soil is usually covered by shrubs and trees, by dead and decaying leaves or by a thick mat of grass. Whatever the vegetation, it protects the soil when the rain falls or the wind blows. Root systems of plants hold the soil together. Even in drought, the roots of native grasses, which extend several feet into the ground, help tie down the soil and keep it from blowing away. With its covering of vegetation stripped away, soil is vulnerable to damage. Whether the plant cover is disturbed by cultivation, grazing, deforestation, burning, or bulldozing, once the soil is bare to the erosive action of wind and water, the slow rate of natural erosion is greatly increased. Losses of soil take place much faster than new soil can be created, and a kind of deficit spending of topsoil begins. With the destruction of soil structure, eroded land is possibly susceptible to erosion.

Beyond coastal PBC, soil erosion has become less prevalent as sustained land zoning ordinances, regulated land development, wildfire mitigation efforts, university agricultural extension information practices, and long matured agricultural conservation efforts contribute greatly a diminished hazard.

Beach Erosion

Wind, waves, and longshore currents are the driving forces behind coastal erosion. This removal and deposition of sand permanently changes beach shape and structure. Most beaches, if left alone to natural processes, experience natural shoreline retreat. As houses, highways, seawalls, and other structures are constructed upon or close to the beach, the natural shoreline retreat processes are interrupted. The beach jams up against these man-made obstacles and narrows considerably as the built-up structures prevent the beach from moving naturally inland. When buildings are constructed close to the shoreline, coastal property soon becomes threatened by erosion. The need for shore protection often results in "hardening" the coast with a structure such as a seawall or revetment.

A seawall is a large, concrete wall designed to protect buildings or other man-made structures from beach erosion. A revetment is a cheaper option constructed with "rip rap" such as large boulders, concrete rubble, or even old tires. Although these structures may serve to protect

beachfront property for a while, the resulting disruption of the natural coastal processes has consequences for all beaches in the area. Seawalls inhibit the natural ability of the beach to adjust its slope to the ever changing ocean wave conditions. Large waves wash up against the seawall and rebound back out to sea carrying large quantities of beach sand with them. With each storm the beach narrows, sand is lost to deeper water, and the longshore current scours the base of the wall. Eventually large waves impact the seawall with such force that a bigger structure becomes necessary to continue to resist the forces of the ocean (Pilkey and Dixon, 1996).

The County, under the Department of Environmental Resources Management, has a shoreline enhancement and restoration program that anticipates the magnitude of beach soil erosion and shoreline areas and takes pro-active measures to protect the coastal areas. The plan is also adaptable to respond to disasters that may cause an effect to the shoreline.

The County's 46 miles of ocean shoreline has been subjected to coastal erosion for many years due to the stabilization of inlets, residential and commercial development, and natural forces. The coastal strand ecosystem is one of the most threatened natural systems in Florida due to over-development.

Presently, 33.6 of the County's 46 miles are listed as critically eroded by Florida's Department of Environmental Protection as of December 2017. They also list two (2) non-critically eroded areas (0.9 mile) and one (1) critically eroded inlet shoreline area (0.8 mile). While there is no one solution to beach erosion, several methods are utilized by PBC - each with its own merits and drawbacks. The first approach is to facilitate sand transfer at the inlets in order to restore the natural flow of sand. The second approach includes protecting the existing dunes and beaches and restoring the portions of shoreline that are already degraded. The last approach includes evaluating erosion control structures for use along beaches that may not qualify for a traditional beach fill project or may experience an erosional hot spot.

All approaches include environmental monitoring of the resources to ensure that our effort to restore sand is accomplished in a manner that protects the natural environment to the greatest extent possible. Through the Shoreline Enhancement & Restoration Program, the County is able to provide publicly accessible beaches, support the tourist-based economy, restore beach habitat and protect upland property. Funding for this capital improvement program is derived from a portion of "bed tax" fees administered through the Tourist Development Council, as well as funds from the state, the federal government and municipal partners. Modifications to natural tidal inlets and the creation and stabilization of artificial inlets affect the natural littoral transport of sediments. Therefore, efforts to maintain the natural sediment movement in and around all four (4) inlets in PBC are encouraged. Transfer of material from the north side of an inlet to the south prevents beach quality sand from being lost to the interior of an inlet or from becoming impounded within near shore shoals.

In 2011, the County constructed a new sand transfer plant (STP) and rehabilitated the north and south jetties. The STP is operated by the County and transfers approximately 70,000 cubic yards of material per year to the beaches south of the Inlet. The County also dredges the Inlet's

interior sand trap approximately every six (6) years. Sand from the trap is pumped into the nearshore along the beach south of the Inlet.

Since the dissolution of the South Lake Worth Inlet District in 1996, the County has been responsible for the management of the South Lake Worth Inlet (Boynton Inlet) and the development of the Inlet's Management Plan.

PBC utilized a spatial impact for a hazard analysis by which the amount of geographic area is affected by either or both soil and beach erosion vulnerabilities and offset impacts may be felt by the municipality stakeholders.

- Very Low – Minimal geographic area affected
- Low – Up to 25% of total area or jurisdiction affected
- Medium – 26%-50% of total area or jurisdiction affected
- High – 51% or more of total area or jurisdiction affected

Recent erosion events include:

Hurricanes Frances & Jeanne (September 2004). Both Hurricanes Frances and Jeanne in 2004 equaled or exceeded the 100 year return period for storm surge in St Lucie, Indian River and southern Brevard Counties when they made landfall on the Martin County shoreline. The highest measured surge level for Category 2 Hurricane Frances was 11.8' (NGVD). The highest surge level for Category 2 Hurricane Jeanne was 10.8' (NGVD). Surge levels in PBC were significantly lower. Both storms caused significant beach erosion along the coastline of PBC.

Tropical Storm Noel November 2007. Between November 1 and November 4, 2007, high surf associated with Tropical Storm Noel battered the PBC coast. Hardest hit spots were beaches in Jupiter, Singer Island, and South Palm Beach/Lantana, where severe to locally extreme beach erosion occurred. A steel sea wall protecting the Condado condominium complex in Singer Island collapsed, causing cracks to form in the outer walls of the building. In some areas, the dune line was completely eroded, leaving oceanfront buildings sitting precariously on top of 15-foot cliffs looking straight down to the water. A sea wall at the Imperial House condominiums in South Palm Beach collapsed from the pounding surf, and the east portion of the building was evacuated. South of Lantana to Boca Raton, erosion was reported as moderate to severe. Total damage for the County (minus beach restoration costs) was estimated at \$4 million. No tide measurements were available from PBC, but storm tide was estimated to have been as high as two (2) to three (3) feet over northern PBC. A strong pressure gradient between high pressure over the Mid-Atlantic States and Tropical Storm Noel over Hispaniola and eastern Cuba caused a prolonged period of strong easterly winds over Southeast Florida and the adjacent waters. As Noel moved north across the western Bahamas, the strong winds continued across southeast Florida. The event caused severe beach erosion, coastal flooding, and minor wind damage. The event began in the last week of October.

Hurricane Sandy of October 25, 2012. The main impact of Hurricane Sandy to the Palm Beach coast was large northeast swells generated by the storm, which pummeled the Southeast Florida

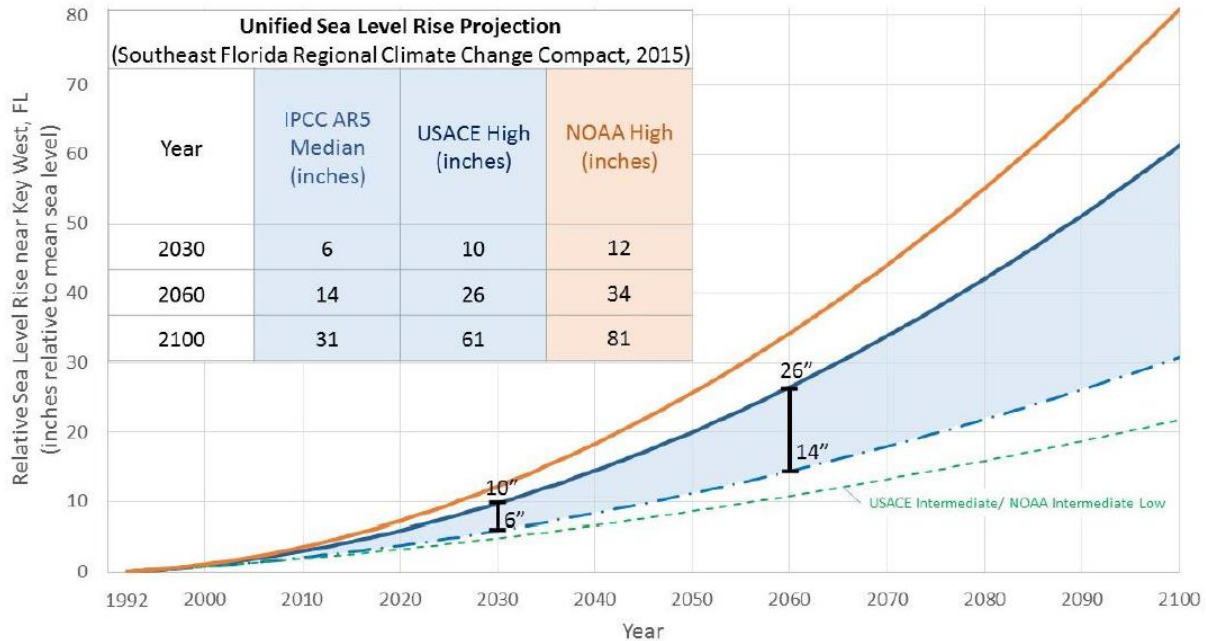
coast with significant beach erosion and coastal flooding. Large breaking waves of possibly over 20 feet were estimated along the coast. As a result, major coastal flooding occurred with the most significant impacts experienced from central Palm Beach north, including the Manalapan area where beachfront structures were threatened by water intrusion. In all, there was an estimated \$14 million in damage sustained in PBC. A maximum storm tide of 5.2 feet above mean lower low water (MLLW) was observed at Lake Worth Beach Pier on October 28 at 7:12 a.m. along with a maximum storm surge of 2.28 feet on October 28th at 2:26 a.m. Similar tide and surge levels were measured at the highest daily high tide during this period, generally between 7:00 and 9:00 a.m.

Hurricane Irma of September 10-11, 2017. Hurricane Irma, which centered over southwest Florida when it made landfall, caused an estimated \$44 million dollars in damages from lost sand in PBC, according to County sources (<http://cbs12.com/weather/hurricane-stories/hurricane-irma-causes-major-erosion-in-palm-beach-county>). The hurricane removed enough sand from the area's 46 mile coastline to fill 380 olympic-sized swimming pools. A nourishment project completed years ago was undone by the force of the waves and wind from Hurricane Irma. Some sand was also lost in the Town of Palm Beach as well.

2.1.1.11 Sea Level Rise

Sea level rise is defined as a mean rise in sea level. Since 1870, global sea level has risen by about eight (8) inches. Nationally, sea level has risen 6.5 inches since 1950, and the rate of increase is accelerating with sea levels now rising by an average of one (1) inch every five (5) years (NOAA Tides and Currents). As coastal populations increase, vulnerability of those populations to sea level rise increases as well.

The curves below represent the 2015 Unified Sea Level Rise Projection for Southeast Florida. In the short term, sea level rise is projected to be six (6) to ten (10) inches by 2030 and 14 to 26 inches by 2060 (above the 1992 mean sea level). In the long term, sea level rise is projected to be 31 to 61 inches by 2100. For critical infrastructure projects with design lives in excess of 50 years, use of the upper curve is recommended with planning values of 34 inches in 2060 and 81 inches in 2100. Projected sea level rise, especially by 2060 and beyond, has a significant range of variation as a result of uncertainty in future greenhouse gas emissions and their geophysical effects, the incomplete quantitative understanding of all geophysical processes that might affect the rate of sea level rise in climate models, and the limitations of current climate models to predict the future. For these reasons, the Sea Level Rise Work Group of the Southeast Florida Regional Climate Change Compact has produced a guidance document describing recommended planning applications of the Unified Sea Level Rise Projection (see www.southeastfloridaclimatecompact.org).



*These projections are referenced to mean sea level at the Key West tide gauge. The projection includes three global curves adapted for regional application: the median of the IPCC AR5 RCP8.5 scenario as the lowest boundary (blue dashed curve), the USACE High curve as the upper boundary for the short term for use until 2060 (solid blue line), and the NOAA High curve as the uppermost boundary for medium and long term use (orange solid curve). The table lists the projection values at years 2030, 2060, and 2100. The USACE Intermediate or NOAA Intermediate Low curve is displayed on the figure for reference (green dashed curve). This scenario would require significant reductions in greenhouse gas emissions in order to be plausible and does not reflect current emissions trends.

Figure 2.10 : Unified Sea Level Rise Projection

The Southeast Florida Regional Climate Change Compact defines the consequences associated with sea level rise to include the following direct physical impacts:

- Coastal inundation of inland areas
- Increased frequency of flooding in vulnerable coastal areas
- Increased flooding in interior areas resulting from impairment of the region’s stormwater infrastructure (i.e., impacts to gravity drainage systems, saltwater intrusion into the aquifer and local water supply wells, and contamination of the land and ocean with pollutants and debris and hazardous materials released by flooding)

Consequences of sea level rise also include socio-economic impacts such as displacement, decreases in property values and tax base, increases in insurance costs, loss of services, and impaired access to infrastructure.

Sea Level Rise is a relatively new hazard for the County and much of the Atlantic Coast resulting in increasing flooding frequency in coastal communities. The County did not monitor or record any incidents of Sea level Rise before 2013. High tide flooding which results in public inconveniences, often termed “nuisance flooding” or “sunny-day flooding,” is increasing in frequency as sea level rises. Additionally, perigean spring tides, or tidal events which occur when a new or full moon are closest to the earth, are especially concerning to the public in South Florida. These tides, also known as “king tides,” occur once or twice a year and produce slightly larger tidal ranges. In South Florida, we often see the effects of tidal flooding during the fall

(September–December) with the highest tide of year usually occurring in October. For example, according to the NOAA tide table below for the Lake Worth Beach Pier, highest predicted tides of 2017 were as follows:

Table 2.4

NOAA 2017 Tide Table, Lake Worth Beach Pier

Date Range	Highest Date	Prediction (Ft)
October 5 -11, 2017	October 8, 2017	3.86
October 17-22, 2017	October 18-20, 2017	3.57
November 2-9, 2017	November 5, 2017	4.01
December 2-7, 2017	December 4, 2017	4.00

When heavy rains or coastal storms coincide with high tide conditions, flooding can be exacerbated. Low-lying, coastal communities in PBC are most vulnerable to tidal flooding, and that risk is expected to increase as sea levels rise. Impacts include reduced access/egress to dwellings, businesses, parking lots and marinas; loss of business revenue; damage to vegetation and vehicles; and potential property damage.

2.1.1.12 Seismic Hazards

Tsunamis

Recent, widely published, research by British and American scientists warned of potential catastrophic destruction of coastal areas of the Atlantic, including the Florida east coast, by mega tsunami waves generated by a future volcanic collapse in the Canary Islands. The research predicted a gigantic wave would traverse the Atlantic at jet aircraft speeds and devastate the Florida coast as far as 10 miles inland. Such an event would present a tremendous warning challenge and a virtually impossible evacuation response. Subsequent research by the Tsunami Society, a body of scientists solely dedicated to the study of tsunamis, has concluded the threat has been grossly overstated. The society challenged many of the assumptions made relative to the probability and magnitude of a collapse on La Palma and the characteristics of waves should such a collapse occur. The Society notes that there have been no such mega-tsunami events in the Atlantic or Pacific oceans in recorded history.

The threat of a tsunamis impacting PBC is considered to be extremely low (approximately 5% or less per century). Tsunamis are most often generated by earthquake-induced movement of the ocean floor. Landslides, volcanic eruptions, and even meteorites can also generate a tsunami. They are often incorrectly referred to as tidal waves, but a tsunami is actually a series of waves that can travel at speeds averaging 450 (and up to 600) miles per hour in the open ocean. In the open ocean, tsunamis are not felt by ships because the wavelength is hundreds of miles long, while the amplitude is only a few feet. This would also make them unnoticeable from the air. As tsunami waves approach a coast, their speed decreases, and their amplitude increases. Unusual wave heights have been known to be over 100 feet high. However, waves that are 10 to 20 feet high can be very destructive and cause many deaths or injuries.

There have been no reported or recorded Tsunamis in PBC history.

Earthquakes

Although Florida is not usually considered to be a state subject to earthquakes, several minor shocks have occurred in recorded time, causing little if any damage. PBC has not been susceptible to earthquake activity. Therefore, earthquakes will not be fully profiled in the LMS.

- In January 1879, a shock occurred near St. Augustine that is reported to have knocked plaster from walls and articles from shelves. Similar effects were reported in Daytona Beach. The shock was felt in Tampa, throughout central Florida, and in Savannah, Georgia as well (Zirbes, 1971).
- In January 1880 another earthquake occurred, this time with Cuba as the focal point. Shock waves were sent as far north as the town of Key West (Zirbes, 1971).
- In August 1886, Charleston, South Carolina was the center of a shock that was felt throughout northern Florida. It rang church bells in St. Augustine and severely jolted other towns along sections of Florida's east coast. Jacksonville residents felt many of the strong aftershocks that occurred in September, October, and November, 1886 (Zirbes, 1971).
- In June 1892, Jacksonville experienced a minor shock that lasted about ten (10) seconds. Another earthquake occurred in October 1892, and did not cause any damage either (Zirbes, 1971).
- In November 1948, doors and windows rattled in Captiva Island, west of Ft. Myers. It was reportedly accompanied by sounds like distant heavy explosions (Zirbes, 1971).
- In November 1952, a slight tremor was felt in Quincy, a town located 20 miles Northwest of Tallahassee. Windows and doors rattled, but no damage was reported (Zirbes, 1971).

2.1.1.13 Geologic Hazards

Sinkholes and Subsidence

Sinkholes are a common feature of Florida's landscape. They are only one of many kinds of karst land forms, which include caves, disappearing streams, springs, and underground drainage systems, all of which occur in Florida. Karst is a generic term, which refers to the characteristic terrain produced by erosion processes associated with the chemical weathering and dissolution of limestone or dolomite, the two most common carbonate rocks in Florida. Dissolution of carbonate rocks begins when they are exposed to acidic water. Most rainwater is slightly acidic and usually becomes more acidic as it moves through decaying plant debris. Limestone in Florida is porous, allowing the acidic water to percolate through it, dissolving some and carrying it away in solution. Over time, this persistent erosion process has created extensive underground voids and drainage systems in much of the carbonate rocks throughout the state. Collapse of overlying sediments into the underground cavities produces sinkholes (Florida Geological Survey, 1998). Sink holes vary in size, length and depth.

We based Geological hazards on a probability scale of occurrence. This scale takes into effect the likelihood that PBC will be impacted by this hazard within a given period of time or the return rate of a hazard and is based on the historical data, estimated return periods, recurrence, or chance of occurrence.

- Very Low – Although the hazard is noted, no previous occurrence has been recorded; or less than a 0.1% chance of occurrence; or a 100-year event or greater.
- Low – The hazard has occurred 10 years or more ago; or greater than 0.1% to 1.0% chance of occurrence; or a 100-year event.
- Medium – The hazard has occurred in the past 6 to 10 years; or greater than 1.0% to 2.0% chance of occurrence; or a 50-year event.
- High – The hazard to occurred in the past 1-5 years; or greater than 2.0% chance of occurrence; or less than a 50-year event.

PBC has not had any reported sinkholes as they are defined in this paragraph in the past 20 years. This is due to our location and the lack of limestone deposits in the County which does not provide an opportunity for acidic decay to occur.

2.1.1.14 Pandemic/Communicable Diseases

Infectious diseases emerging throughout history have included some of the most feared plagues of the past. New infections continue to emerge today, while many of the old plagues are still with us. As demonstrated by influenza pandemics, under suitable circumstances, a new infection first appearing anywhere in the world could travel across entire continents within days or weeks (Morse, 1996). Due to the potential of complex health and medical conditions that can threaten the general population, Florida's vulnerability to a pandemic is continually monitored. With millions of tourists arriving and departing the state annually, disease and exposure (airborne, vector, and ingestion) are constantly evaluated and analyzed.

Primarily as a result of the entrance of undocumented aliens into south Florida, and the large number of small wildlife, previously controlled or eradicated diseases have surfaced. Health officials closely monitor this potential threat to the public health. The emphasis upon preventive medical measures such as school inoculation, pet licensing, rodent/insect eradication, water purification, sanitary waste disposal, health inspections, and public health education mitigate this potential disaster.

Another potential threat to south Florida's population is food contamination. Frequent news stories document that *E.coli* and botulism breakouts throughout the country are not that uncommon.

While this plan addresses all potential pandemic diseases, those that have actually affected PBC will be addressed in that disease discussion.

Avian (Bird Flu) H5N1

Although there are many forms of bird flu, the form that has most recently concerned health officials is the H5N1 flu virus carried by wild birds. While wild birds seldom get sick from the virus, they can easily pass the virus to farm birds such as chickens, ducks, and turkeys being raised for food. There have been very few rare cases of H5N1 being transmitted to humans, mostly in Asia. The Centers for Disease Control (CDC) recommends if you work closely with birds such as poultry farms, and develop conjunctivitis or flu-like symptoms, to seek medical attention to rule out H5N1.

Swine Flu A (H1N1)

One way an antigenic shift can occur is through pigs. Pigs can be infected with both avian and human influenza viruses. If pigs become infected with viruses from different species at the same time, it is possible for genes of the viruses to mix and create a new virus for which humans have no natural immunity. This is termed by the CDC as a “variant” virus.

According to the CDC, estimating the number of individual flu cases in the United States is very challenging because many people with flu don’t seek medical care and only a small number of those that do seek care are tested. More people who are hospitalized or die of flu-related causes are tested and reported, but under-reporting of hospitalizations and deaths occurs as well. For this reason CDC monitors influenza activity levels and trends and virus characteristics through a nationwide surveillance system and uses statistical modeling to estimate the burden of flu illness (including hospitalizations and deaths) in the United States.

Influenza viruses that normally circulate in pigs are called “variant” viruses when they are found in people. Influenza A H3N2 variant viruses (also known as “H3N2v” viruses) with the matrix (M) gene from the 2009 H1N1 pandemic virus were first detected in people in July 2011. The viruses were first identified in U.S. pigs in 2010. In 2011, 12 cases of H3N2v infection were detected in the United States (Indiana, Iowa, Maine, Pennsylvania, and West Virginia). In 2012, 309 cases of H3N2v infection across 12 states were detected. In 2013, 19 cases of H3N2v across five (5) states were detected.

The CDC assessment from 2017 states it’s possible that sporadic infections and even localized outbreaks among people with this virus may occur. While there is no evidence at this time that sustained human-to-human transmission has occurred, all influenza viruses have the capacity to change and it’s possible that this virus may change and become widespread in people. Illness associated with H3N2v infection so far has been mostly mild with symptoms similar to those of seasonal flu. Like seasonal flu, however, serious illness, resulting in hospitalization and death is possible.

There have been no documented cases of any of the H1N1 or variants in the state of Florida since 2011.

MERS-CoV

MERS-CoV is a novel corona virus causing severe acute respiratory illness. Corona viruses are transmitted by close person-to-person contact. Corona viruses are thought to be transmitted most readily by respiratory droplets produced when an infected person coughs or sneezes, or through living with or caring with someone who has a confirmed case of MERS. The virus also can spread when a person touches a surface or object contaminated with infectious droplets and then touches his or her mouth, nose, or eye(s). Signs and symptoms of MERS-CoV are fever, cough, and shortness of breath. The death rate is 30-40% of all people who have reported with MERS.

West Nile Virus

The PBC Health Department reported cases of the West Nile Virus in 2002, 2002, 2010, and 2011. This disease is transmitted by mosquitoes. Health notifications were given throughout the County both years to alert and caution the public. Individuals were advised to take precautions when outdoors and to try to avoid being outside after dusk.

The West Nile Virus is an arthropod-borne virus (arbovirus) most commonly spread through infected mosquitoes. In a very small number of cases, the virus has been transmitted through blood transfusions, organ transplants, and from mother to baby during pregnancy, delivery, or breastfeeding. Most people (70-80%) who contract West Nile Virus never develop symptoms. Those with symptoms include a fever with headache, body aches, joint pains, vomiting, diarrhea, or rash. Some severe symptoms (less than 1% will exhibit) are serious neurologic illness such as encephalitis or meningitis.

SARS

Severe Acute Respiratory Syndrome (SARS) is a viral respiratory illness caused by a corona virus, called SARS-associated corona virus (SARS-CoV). It is transmitted by close person-to-person contact. The virus that causes SARS is thought to be most readily spread by respiratory droplets produced when an infected person coughs or sneezes, or when a person touches a surface or object contaminated with infectious droplets and then touches his/her nose, mouth, or eyes. Signs and symptoms of SARS generally begins with a high fever (greater than 100.4 degrees Fahrenheit) and may include headache, overall feeling of discomfort, and body aches. Some people will also have mild respiratory symptoms.

Malaria

Malaria is a parasite (*P.faliciparum*, *P.vivax*, *P.malariae*, and *P.ovale*) that infects humans primarily after being bitten by an infected mosquito. It also can be transmitted from infected mothers to their babies during pregnancy or during delivery, and in rare cases, through blood transfusions. Malaria was eradicated from the US in the early 1950's, and nearly all cases today in the US are from recent overseas travelers.

Symptoms of malaria include fever and flu-like illness, including chills, headache, muscle aches, and tiredness. Nausea, vomiting, and diarrhea may also occur. For most people, symptoms begin ten (10) days to four (4) weeks after infection, although a person may feel ill as early as eight (8) days or as late as one (1) year later.

Dengue

Dengue fever is caused by any of four (4) closely related viruses, or serotypes of dengue 1-4. Dengue is transmitted by the bite of infected mosquitoes (*Aedes aegypti* and *Aedes albopictus*) which are found throughout the world, including PBC. Signs and symptoms include severe headache, high fever, severe eye pain (behind the eyes), muscle, bone, and joint pain, low white cell count, mild bleeding manifestation (e.g., nose or gum bleed, petechiae, or easy bruising), and rash.

Dengue hemorrhagic fever is a similar illness but also occurring with hemorrhagic manifestations. A person can be infected separately by all four (4) dengue fever serotypes, and research has shown that infection by more than one increases the chances of developing dengue hemorrhagic fever.

Ebola

Ebola Virus Disease is a rare and deadly disease most commonly affecting people and nonhuman primates (monkeys, gorillas, and chimpanzees). It is caused by an infection of one (1) of five (5) known Ebola virus species, four (4) of which can cause disease in people: Ebola virus, Sudan virus, Tai Forest virus, Bundibugyo virus, and Reston virus (only nonhuman primates and pigs, not humans). Ebola spreads to people through direct contact with bodily fluids of a person who is sick or who has died from the virus. It enters through broken skin or mucous membranes in the eyes, nose, or mouth. In 2014, the Ebola virus drew national attention with one (1) suspected case in the County. DEM worked with Florida Health and other key stakeholders to develop the Port of Entry sections of this plan that would mitigate against passengers coming into PBC affected with any communicable disease. As of March 29, 2016, the World Health Organization terminated the Public Health Emergency of International Concern for the Ebola outbreak in West Africa. There have been no cases in the US since before that time.

Zika

Zika is a virus which spreads to people primarily through the bite of an infected *Aedes* species mosquito. It can also be passed through sex from a person who has Zika to his or her sex partners, and it can be spread from a pregnant woman to her fetus. In 2015, Zika was not a nationally reportable disease however, nine (9) cases, representing 15% of all US cases of symptomatic infections, occurred in the State of Florida. In 2016, Florida reported 1,115 cases, representing 22% of all US cases of infections. In 2017, this number dropped significantly to 110 cases, and in 2018 dropped again to 14. As of this writing, there have been no reported cases in Florida in 2019. This is due to efforts by local, state, and federal health and government officials identifying outbreaks and using mitigation strategies (i.e. mosquito spraying) to reduce the chances of infected mosquitoes transmitting the virus.

The County has a very active mosquito spraying program which has likely limited the spread of Zika from the *Aedes* species mosquito.

PBC bases Pandemic Diseases on a probability scale of occurrence. This scale takes into effect the likelihood that PBC will be impacted by disease hazards within a given period of time or the

return rate of a hazard and is based on the historical data, estimated return periods, recurrence, or chance of occurrence.

- Very Low – Although the hazard is noted, no previous occurrence has been recorded; or less than a 0.1% chance of occurrence; or a 100-year event or greater.
- Low – The hazard has occurred 10 years or more ago; or greater than 0.1% to 1.0% chance of occurrence; or a 100-year event.
- Medium – The hazard has occurred in the past 6 to 10 years; or greater than 1.0% to 2.0% chance of occurrence; or a 50-year event.
- High – The hazard to occurred in the past 1-5 years; or greater than 2.0% chance of occurrence; or less than a 50-year event.

2.1.2 Technological Hazards

2.1.2.1 Dike Failure

Dam/levee failure poses a threat to population and property in several areas of PBC. All are earthen structures and are state, regionally, locally, or privately controlled. The most significant risk related to dam/levee failure is flooding due to substantial rainfall and its eastward migration to final discharge in the Indian River Lagoon. Structural and non-structural techniques to slow and contain this runoff incorporate several drainage systems, some dating back to 1919. Rainfall in excess of designed capacities could cause erosion of constructed drainage facilities and flooding of many areas including primary roadway evacuation routes (CEMP, 2015).

The Herbert Hoover Dike (HHD) was completed in 1927 to protect PBC citizens from experiencing another flooding event similar to the occurrence in 1928. The flooding derived from the 1928 hurricane, which resulted in over 2,500 deaths and thousands more injured in the western portion of PBC. The dike protects from major flooding events occurring in Belle Glade, Pahokee, and South Bay municipalities. Also, there is a potential for flooding in The Village of Wellington, Royal Palm Beach, West Palm Beach, Palm Beach Gardens, and unincorporated PBC. The HHD is continuously monitored by the Army Corps of Engineers in partnership with the SFWMD.

The U.S. Army Corps of Engineers has finalized a key report that authorizes additional rehabilitation work on the HHD that surrounds Lake Okeechobee in south Florida. The Corps' Jacksonville District received notification in 2017 that the dam safety modification report for the dike has been approved, marking the culmination of a four-year effort to conduct a risk assessment of the 143-mile earthen structure and develop alternatives for its rehabilitation.

The report, known as HHD Dam Safety Modification Study Environmental Impact Statement focuses on a tentatively selected plan to extend embankment repairs over 28 miles on the south and west sides of the structure.

The approved repairs include installing 24 miles of seepage barrier, commonly known as a partial cutoff wall from Moore Haven to Lake Harbor (this is in addition to installing 6.8 miles of

seepage barrier between Lake Harbor and Belle Glade approved in a 2015 report). The Corps also plans to install four (4) miles of cutoff wall near Lakeport. In addition, engineers recommended armoring the embankment around the State Route 78 bridge near the Harney Pond Canal and installing floodwall near water control structures on the Harney Pond and Indian Prairie Canals.

Jacksonville District engineers anticipate rehabilitation work on the dike will continue until the mid-2020s, around 2025. The current cost of additional construction features is estimated at \$900 million.

A catastrophic failure of the HHD could pose a significant danger to the residents, local economies, and environment of PBC and South Florida. Completion of the HHD rehabilitation projects will serve to better protect the PBC communities of Belle Glade, Pahokee, and South Bay.

2.1.2.2 Hazardous Materials Accident

Hazardous materials accidents can occur anywhere there is a road, rail line, pipeline, or fixed facility storing hazardous materials. Virtually the entire state is at risk to an unpredictable accident of some type. Most accidents are small spills and leaks, but some result in injuries, property damage, environmental contamination, and other consequences. These materials can be poisonous, corrosive, flammable, radioactive, or pose other hazards and are regulated by the Department of Transportation. Out of approximately 1,662 hazardous materials incidents reported statewide in 1997, no known fatalities were reported, less than 4% resulted in injuries, and less than 6% resulted in evacuation.

Emergencies involving hazardous materials can be expected to range from a minor accident with no off-site effects to a major accident that may result in an off-site release of hazardous or toxic materials. The overall objective of chemical emergency response planning and preparedness is to minimize exposure for a wide range of accidents that could produce off-site levels of contamination in excess of Levels of Concern (LOC) established by the U.S. Environmental Protection Agency. Minimizing this exposure will reduce the consequences of an emergency to people in the area near to facilities, which manufacture, store, or process hazardous materials (TCRPC).

Large volumes of hazardous materials are transported to and through the county by railroad, highway, air, water, and pipeline daily. Within PBC, there are a number of both public and private fixed facilities, which produce or use hazardous materials. Coordinating procedures for hazardous material response are found within the County's *Hazardous Materials Hazard Specific Plan*.

In addition to the County's *Hazardous Materials Hazard Specific Plan*, as well as other hazardous materials plans, Local Emergency Planning Committee (LEPC) officials have prepared a plan for use in responding to and recovering from a release of hazardous or toxic

materials. This plan addresses the range of potential emergency situations and the appropriate measures to be implemented to minimize exposure through inhalation, ingestion, or direct exposure.

Mishandling and improper disposal or storage of medical wastes and low-level radioactive products from medical use are also a hazard to PBC. For example, a few years ago an incident occurred in New Jersey when improper disposal of medical wastes resulted in some of the used products ending up on Atlantic Ocean beaches.

The county has not experienced any significant hazardous material accidents in the past ten (10) years.

2.1.2.3 Radiological Accidents (Nuclear Power Plant Accident)

While an actual release of radioactive material is extremely unlikely and the immediate threat to life extremely low, vulnerability to a nuclear plant disaster could consist of long-range health effects with temporary and permanent displacement of populations from affected areas. The potential danger from an accident at a nuclear power plant is exposure to radiation. This exposure could come from the release of radioactive material from the plant into the environment, usually characterized by a plume (cloud-like) formation. The area the radioactive release might affect is determined by the amount released from the plant, wind direction, and speed and weather conditions (e.g., rain, snow, etc.) which would quickly drive the radioactive material into the ground, causing increased deposition of radio nuclides.

The levels of response to the release of radioactive materials are as follows:

- Notification of Unusual Event - The event poses no threat to plant employees, but emergency officials are notified. No action by the public is necessary.
- Alert - An event has occurred that could reduce the plant's level of safety, but back-up systems still work. Emergency agencies are notified and kept informed, but no action by the public is necessary.
- Site Area Emergency - The event involves major problems with the plant's safety and has progressed to the point that a release of some radioactivity into the air or water is possible, but is not expected to exceed Environmental Protection Agency Protective Action Guidelines (PAGs). Thus, no action by the public is necessary.
- General Emergency - The event has caused a loss of safety systems. If such an event occurs, radiation could be released that would penetrate the site boundary. State and local authorities will take action to protect the residents living near the plant. The alert and notification system will be sounded. People in the affected areas could be advised to evacuate, or in some situations, to shelter in place. When the sirens are sounded, radio and television alert will have site-specific information and instructions.

Thirty of the 67 counties in the State of Florida are involved in preparedness planning for a commercial nuclear power plant emergency.

The St. Lucie nuclear power plant is located on Hutchinson Island approximately four (4) miles east-northeast of the City of Port St. Lucie, approximately 5.5 miles north of Martin County/St. Lucie County boundary line. This facility is owned and operated by the Florida Power & Light Company. The county is located more than 20 miles from the plant and is well outside the ten (10) mile Emergency Planning Zone/potential plume area, so there is not a risk to direct radiation exposure. Therefore, PBC would provide assistance to St. Lucie and Martin Counties in the unlikely chance of an accident at the plant. The County municipalities located in part or whole within 50 miles of the power plant (Tequesta, Jupiter Inlet Colony, Jupiter, Juno Beach, Palm Beach Gardens, North Palm Beach, Lake Park, Riviera Beach, Mangonia Park, West Palm Beach, Palm Beach, Pahokee, Royal Palm Beach, Haverhill, Glen Ridge, Wellington, Palm Springs, Greenacres and Lake Clarke Shores) fall within the ‘Ingestion Pathway Zone’ meaning if there is a major release at the power plant, radioactive contamination could be deposited as far as 50 miles affecting food and water supplies.

The purpose of the County radiological preparedness program is to prepare to receive, shelter, and decontaminate (if necessary) potentially contaminated evacuees from an accident at the St. Lucie nuclear power plant. A radiological emergency response plan has been developed and is exercised in order to have reasonable assurance that adequate protective measures can be taken in the event of a radiological emergency.

2.1.2.4 Communications Failure

Perhaps the most common cause of communications failures during disasters is the physical damage to devices or components that make up a network infrastructure. Hurricane-force winds, floodwaters, terroristic or cyber activity can all create physical disturbances that have the power to do significant damage to cities and the vulnerable communications equipment that’s responsible for supporting these areas.

Disruptions caused by physical damage have the potential to be incredibly costly and time consuming to restore, as they require maintenance or sometimes replacement of complex network hardware to re-establish communications. This is especially problematic if major installations such as cell towers or fiber-optic cables are involved. If a cell tower is severely damaged or even knocked down, it not only causes major disruptions in the area’s wireless communications but is extremely expensive to replace and will remain a significant problem until the service provider is able to get a repair crew into the affected area.

Likewise, damage to fiber-optic cables can be an even greater challenge to repair. Because the cables are concealed underground, large portions of earth and roadway may need to be excavated just to pinpoint the exact location of the damage.

Wireless links are also susceptible to disruption or damage during disasters, as different wavelength signals can be cut off by heavy rain, or high winds. The transmitter itself can also receive damage or be knocked out of alignment with its receiver. While these issues are sometimes cheaper and less difficult to correct than damage to wired infrastructure, it nonetheless remains a serious obstacle to rescue efforts if knocked offline during a disaster.

2.1.2.5 Hazardous Materials Release

A large volume of hazardous materials are transported to and through the County by railroad, highway, air, water, and pipeline daily, on a routine basis. Within PBC, there are a number of both public and private fixed facilities, which produce or use hazardous materials. Coordinating procedures for hazardous material response are found within the County's *Hazardous Materials Hazard Specific Plan*.

Mishandling and improper disposal or storage of medical wastes and low-level radioactive products from medical use are also a hazard to PBC. In 1988, an incident occurred in New Jersey when improper disposal of medical wastes resulted in used products ending up on Atlantic Ocean beaches.

The county has not experienced any significant hazardous material releases in the past ten years.

2.1.2.6 Transportation System Accidents

Florida has a large transportation network consisting of major highways, airports, marine ports, and passenger railroads. The heavily populated areas of PBC are particularly vulnerable to serious accidents, which are capable of producing mass casualties. With the linear configuration of several major highways in PBC, such as Interstate highways and the Florida Turnpike, major transportation accidents could occur in a relatively rural area, severely stressing the capabilities of local resources to respond effectively. A notorious regional example is the crash in the Everglades of the Value Jet Flight 592 on May 11, 1996, which resulted in 110 fatalities and cost millions of dollars to respond, severely taxing the financial and public safety resources of Miami-Dade County. Similarly, a major transportation accident could involve a large number of tourists and visitors from other countries, given Florida's popularity as a vacation destination, further complicating the emergency response to such an event.

The county has not experienced any significant Transportation System Accidents in the past ten years.

2.1.2.7 Coastal Oil Spill

As a major industrial nation, the United States produces, distributes, and consumes large quantities of oil. Petroleum-based oil is used as a major power source to fuel factories and various modes of transportation, and in many everyday products, such as plastics, nylon, paints, tires, cosmetics, and detergents. At every point in the production, distribution, and consumption process, oil is invariably stored in tanks. With billions of gallons of oil being stored throughout the country, the potential for an oil spill is significant, and the effects of spilled oil can pose serious threats to the environment.

In addition to petroleum-based oil, the U.S. consumes millions of gallons of non-petroleum oils, such as silicone and mineral-based oils, and animal and vegetable oils. Like petroleum products,

these non-petroleum oils are often stored in tanks that have the potential to spill, causing environmental damages that are just as serious as those caused by petroleum-based oils. To address the potential environmental threat posed by petroleum and non-petroleum oils, the U.S. Environmental Protection Agency has established a program designed to prevent oil spills. The program has reduced the number of spills to less than 1 % of the total volume handled each year (Environmental Protection Agency, 1998). Spilled oil poses serious threats to fresh water and marine environments, affecting surface resources and a wide range of subsurface organisms. Most oils tend to spread horizontally into a smooth and slippery surface, called a slick, on top of the water. However, once the oil reaches the shoreline it can escape downward into sand, making it difficult to clean up and reducing its ability to degrade. Spilled oil can harm the environment in several ways, including the physical damages that directly impact wildlife and their habitats (such as coating birds or mammals with a layer of oil), and the toxicity of the oil itself, which can poison exposed organisms.

Not only would an oil spill adversely affect the environment, but also the economy would suffer due to a decrease in tourism. Depending on the severity of the spill, the economy could suffer mild, short-term effects to devastating, long-term effects.

Many advanced response mechanisms are available for controlling oil spills and minimizing their impacts on human health and the environment. Mechanical containment or recovery is the primary line of defense against oil spills. This type of equipment includes a variety of booms, barriers, and skimmers. Natural and synthetic sorbent materials are used as well to capture and store the spilled oil until it can be disposed of properly. Chemical and biological methods can be combined with mechanical means for containing and cleaning up oil spills. Dispersants and gelling agents are most useful in helping to keep oil from reaching shorelines and other sensitive habitats. Physical methods are used to clean up shorelines as well. Wiping with sorbent materials, pressure washing, raking, and bulldozing can be used to assist natural environmental recovery processes. Scare tactics are used to protect birds and animals by keeping them away from oil spill areas.

The County has 46 miles of Atlantic Ocean coastline that is subject to contamination caused by an oil spill. By Executive Order, the responsibility for preparing response plans for coastal oil spills is designated to the Department of Environmental Protection, Division of Florida Marine Patrol. There are two (2) active oil field regions in Florida: in Escambia and Santa Rosa counties in the Panhandle, and Collier, Hendry, and Lee counties in southwest Florida.

On April 20, 2010, an explosion on the Deepwater Horizon/BP MC252 drilling platform in the Gulf of Mexico killed 11 workers and caused the rig to sink. As a result, oil began leaking into the Gulf creating one of the largest spills in American history. During the next 87 days an estimated 4.9 million barrels (210 million gallons) of oil were released. While the spill did not affect the waterways or coastal communities of PBC, it did put DEM and other supporting agencies throughout the County on alert. Extensive plans were coordinated to prepare for a potential containment and oil clean up response.

2.1.2.8 Wellfield Contamination

As communities become more aware of both the potential health risks and the economic effects of ground water contamination, they are beginning to look increasingly toward preventative efforts. Even when no immediate hazard appears to exist, a community should be concerned about protecting its drinking water supply for three (3) reasons: to reduce potential risks to the health of the community; to avoid the costs of cleaning up contamination and providing alternative water supplies; and to prevent the negative economic impacts on community development that ground water contamination can cause.

The development of wellfield protection programs is a major preventative approach for the protection of community drinking water supplies. Wellfield protection is a means of safeguarding public water supply wells by preventing contaminants from entering the area that contributes water to the well or wellfield over a period of time. Management plans are developed for the wellfield protection area that include inventorying potential sources of groundwater contamination, monitoring for the presence of specific contaminants, and managing existing and proposed land and water uses that pose a threat to groundwater quality.

Ground water is a vitally important natural resource. It is a source of drinking water for more than half of the U.S. population and more than 95 % of the rural population. In addition, ground water is a support system for sensitive ecosystems, such as wetlands or wildlife habitats.

Between 1971 and 1985, there were 245 ground water related outbreaks of disease nationwide, resulting in more than 52,000 individuals being affected by associated illnesses (Browning). While most of these diseases were short-term digestive disorders caused by bacteria and viruses, hazardous chemicals found in wells nationwide also pose risks to public health.

The 1986 Amendments to the Federal Safe Drinking Water Act require states to implement wellfield protection programs for public water wells. Prevention strategies include maintaining the isolation distances from potential contamination sources, reporting to the state violations of the isolation distance to the state, and asking a local governmental unit to regulate these sources.

Cleaning up contaminated ground water can be technically difficult, extremely expensive, and sometimes cannot be done. Contaminated ground water also affects the community by discouraging new businesses or residents from locating in that community.

2.1.2.9 Power Failure (Outages)

In the U.S., from July 2 to August 10, 1996, the Western States Utility Power Grid reported widespread power outages that affected millions of customers in several western states and adjacent areas of Canada and Mexico. These problems resulted from a variety of related causes, including sagging lines due to hot weather, flashovers from transmission lines to nearby trees, and incorrect relay settings. According to the electric utility industry's trade association, the potential for such disturbances is expected to increase with the profound changes now sweeping the electric utility industry.

On August 14, 2002, the largest power outage occurred in the Northeast and Midwest states. The power outage started around 2:00 p.m. in the afternoon, and was out in some places until August 18. There were major cities without power for an extended period of time. Some of the cities included: New York, Cleveland, Detroit, Buffalo, and Toronto. The power outage affected millions of people across states and Canada. The source of the outage is unclear at this time. The entire northeast power grid was affected.

In PBC, the major causes of a power failure are lightning and trees. Lightning strikes and trees falling onto power lines can shut down power for hundreds of people. Other factors that can cause a power failure are:

- Age of facility (transmission and distribution);
- Community growth; and
- High winds.

The location of power lines underground or above ground also has significance. Lines underground have the advantage of being less vulnerable to tree foliage; however, they are still at risk from other underground hazards such as tree roots.

To address times when generating capacity is tight, or falls below consumer demand due to state or local emergencies, the Florida Electrical Emergency Contingency Plan was developed. Alerts have been created to give early warning of potential electricity shortfalls and bring utilities, emergency management officials, and the general public to a state of preparedness. The Contingency Plan has four (4) stages (Florida Reliability Coordinating Council):

- **Generating Capacity Advisory** - A Generating Capacity Advisory is primarily for information purposes. It starts utility tracking activities, and it initiates inter-utility and inter-agency communication. No action by the public is required. General information may be distributed to consumers to forewarn them of conditions if necessary.
- **Generating Capacity Alert** - A Generating Capacity Alert starts actions to increase reserves. Available emergency supply options will be explored. When reserves fall below the size of the largest generating unit in the state, loss of that size unit to an unexpected mechanical failure could lead to blackouts somewhere since insufficient backup is available.
- **Generating Capacity Emergency** - A Generating Capacity Emergency occurs when blackouts are inevitable somewhere in Florida. Every available means of balancing supply and demand will be exhausted. Rolling blackouts, manually activated by utilities are a last resort to avoid system overload and possible equipment damage. Frequent status reports are provided to agencies and the media. The Division of Emergency Management will consider using the Emergency Broadcast System to inform citizens of events and to direct them to available shelters if conditions warranted. Recognizing the consequences of a loss of electricity, individual utility emergency plans include provisions for special facilities critical to the safety and welfare of citizens.

- System Load Restoration - System Load Restoration is instituted when rolling blackouts have been terminated and power supply is adequate. It is the recovery stage, and efforts are made to provide frequent system status reports.

2.1.3 Human-Caused Hazards

2.1.3.1 Civil Disturbance

As in any other area, PBC is subject to civil disturbances in the form of riots, mob violence, and a breakdown of law and order in a localized area. Although they can occur at any time, civil disturbances are often preceded by periods of increased tension caused by questionable social and/or political events such as controversial jury trials or law enforcement actions. Police services are responsible for the restoration of law and order in any specific area of the County.

With the election of President Donald Trump in 2016, and his properties located in PBC, there has been a marked escalation of protests and civil disturbances. These are most evident in the winter months when the president spends many weekends at his home in the Town of Palm Beach. Agencies throughout PBC spend much time and resources to ensure the safety of the president and his family when they are in the area, as well as the safety of protesters in the areas surrounding his home in Palm Beach. The PBC LMS HVA Subcommittee recognizes this increased likelihood of civil disturbances in the analyses of probabilities located in Appendix A. Additionally, Presidential visits, while bringing civil disturbance issues, are also, by nature, domestic security hazards, therefore the planning process for those visits is contained in the PBC *Domestic Security Plan*.

2.1.3.2 Domestic Security

Terrorism

The FBI defines terrorism as, “the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof in furtherance of political or societal objectives.” A terrorist incident could involve the use of a Weapon of Mass Destruction (WMD) that would threaten lives, property and environmental resources by using explosives or incendiary devices and/or by contamination with chemical, biological, and/or radiological materials.

It is recognized that the state has many critical and high-profile facilities, high concentrations of population and other potentially attractive venues for terrorist activity that are inherently vulnerable to a variety of terrorist methods. Governmental/political, transportation, commercial, infrastructure, cultural, academic, research, military, athletic, and other activities and facilities constitute ideal targets for terrorist attacks, which may cause catastrophic levels of property and environmental damage, injury and loss of life. Furthermore, some extremist groups are known to be present within Florida. Terrorist attacks may take the form of the hazards described in this section when incidents of these types are executed for criminal purposes, such as induced dam or levee failures, the use of hazardous materials to injure or kill, or the use of biological weapons to

create a pandemic. Terrorists have the potential to create disasters, which threaten the safety of a large number of citizens.

In the recent years, terrorist acts have become a reality for the nation. The county is not immune from acts of terrorism. The 2001 World Trade Center bombing was the largest terrorist attack the United States has ever experienced. After the World Trade Center attack, it was learned that many of the perpetrators resided in, and the (terrorists) pilots took flight lessons in PBC. In addition, Anthrax, which was dispersed via the postal system in late 2001, claimed the lives of five (5) US citizens including one (1) person from PBC. It was determined that he became infected with the disease at American Media Incorporated (AMI), in Boca Raton, his place of employment. A second employee became infected and survived.

In the past two (2) decades, terrorism has had a significant influence on the daily lives of Americans. The consistent attacks abroad and intermittent attacks within the United States have made most communities more conscious of the growing risks and vulnerabilities in a free environment. The advancement of technologies has made our communities more vulnerable to the impacts from these hazards. It should be noted that the impact of a terrorist attack can extend well beyond the immediate targeted facility. The effects of terrorism include:

- Direct Result: Injury, illness, or death.
- Psychological Reactions: fear, anxiety, stress, shock, revulsion, long-term emotional effects, post-traumatic stress.
- Economic, Political, and Social Impacts.

The terrorism incident at the Pulse Night Club in Orlando on June 12, 2016 is a prime example of other acts of terrorism that are emerging in society today. A heavily armed man entered the nightclub and killed 49 victims and injured over 50 more. While no incidents of terrorism to this scale have ever occurred in PBC, the regional Fusion Center and local law enforcement work together on a daily basis to be on alert for signs of impending terrorist activity in the South Florida region.

Sabotage, Computer Accidents, and Cyber Attacks

The President's Commission on Critical Infrastructure Protection (PCCIP) reported that there is an increasing threat that the U.S. could suffer something similar to an "Electronic Pearl Harbor". Networked information systems present new security challenges in addition to the benefits they offer. Long-term power outages could cause massive computer outages, with severe economic impacts such as loss of sales, credit checking, banking transactions, and the ability to communicate and exchange information and data. Today, the right command sent over a network to a power generating station's control computer could be just as effective as a backpack full of explosives, and the perpetrator would be harder to identify and apprehend (Rubin, 1998).

With the growth of a computer-literate population, increasing numbers of people possess the skills necessary to attempt such an attack. The resources to conduct a cyber attack are now

easily accessible everywhere. A personal computer and an internet service provider anywhere in the world are enough to cause a great deal of harm.

Threats include:

- Human error
- Insider use of authorized access for unauthorized disruptive purposes
- Recreational hackers – with or without hostile intent
- Criminal activity – for financial gain, to steal information or services, organized crime
- Industrial espionage
- Terrorism – including various disruptive operations
- National Intelligence – information warfare, intended disruption of military operations

As the internet becomes more and more important, the loss of its services, whether by accident or intent, becomes a greater hardship for those relying on this form of communication. The outcomes of such activities may take the form of disruption of air traffic controls, train switches, banking transfers, police investigations, commercial transactions, defense plans, power line controls, and other essential functions. Computer failures could affect emergency communications as well as routing civilian applications, such as telephone service, brokerage transactions, credit card payments, Social Security payments, pharmacy transactions, airline schedules, etc.

There have been multiple cyber attacks in recent years involving the theft of citizen's private information such as bank account numbers, social security numbers, etc. The PBC LMS HVA Subcommittee recognizes this, and in their most recent update to this hazard profile of the LMS, advised that the threat will only become greater as we continue to transition the bulk of our financial transactions over to online platforms.

2.1.3.3 Mass Migration Crisis

Florida's location as the nearest United States land mass bordering the Caribbean basin makes it a chosen point of entry for many migrants attempting to enter the country illegally. A major consequence of a mass arrival of illegal aliens could be disruptive to the routine functioning of the impacted community, resulting in significant expenditures that are related to the situation. An example of this threat occurred in 1994, when the state responded to two (2) mass migration incidents. In May 1994, there was an unexpected migration of approximately 100 Haitian refugees; in August 1994, there was an influx of 700 Cubans. These events are typically preceded by periods of increasing tension abroad, which can be detected and monitored. Enforcement of immigration laws is a federal responsibility. However, it is anticipated that joint jurisdictional support of any operation will be required from the state and local governments.

The Atlantic shore of PBC is the frequent scene of arrival of undocumented aliens, usually Haitian or Cuban. The County has both the history and potential for the unannounced arrival of a large number of aliens. Until relieved of the responsibility by the state and federal governments, PBC must be capable of providing mass refugee care to include shelter, food,

water, transportation, medical, police protection, and other social services. The County's *Mass Migration Hazard Specific Plan* addresses the response to this hazard should it occur in PBC.

The LMS HVA Subcommittee recognizes that natural hazards (such as hurricanes) have the potential to influence other hazards such as Mass Migration. An example of this is the influx of American citizens from Puerto Rico into Florida following the devastation from Hurricane Maria in September of 2017. While not illegal, the burden of such a sudden migration of persons from one area of the US to another can severely strain local and state resources.

2.1.3.4 Workplace/School Violence

A workplace/school violence incident could occur without warning in a number of settings. The workplace will be defined as a place of business or government offices where commerce occurs; schools are educational settings which can be both public and private. Acts of violence in the workplace are handled by municipal or county law enforcement, dependent on jurisdictional boundaries. Palm Beach County School Police would have a large role in the response to an act of violence in a school.

Due to the current international climate and following the rising trend of active shooter/assailant incidents, public safety agencies have remained at a level of heightened awareness. The number of active shooter/assailant incidents are on the rise with less use of traditional weaponry, making it difficult for law enforcement agencies to detect would-be attackers.

In 2014, the Federal Bureau of Investigation (FBI) published a study and defined an active shooter as, "an individual actively engaged in killing or attempting to kill people in a populated area" (Blair, P., Schweit, W., 2014). The County will adopt the FBI's definition of an active shooter/assailant with one adjustment to the verbiage. Within this plan, the word "shooter" will be accompanied by the word "assailant", as "active shooter/assailant" to coincide with an international trend of the word "assailant", stated in the aforementioned FBI report. "Assailant" was defined by the report as "those (who) commit violence in the workplace or schools, using weapons other than fire arms to commit killings or attempted killings." (Blair, P., Schweit, W., 2014). These weapons include but is not limited to the use of knives, hatchets, vehicles, explosives, and blunt objects (e.g., baseball bats, metal pipes).

The school violence incident at the Marjory Stoneman Douglas High School in Parkland, Florida (Broward County) on February 14, 2018 resulted in 17 deaths and 14 injuries. This further emphasizes the importance of planning for these types of incidents. Due to the nature of the incident being in an adjacent county to PBC, special attention will be paid to the outcomes identified in the after-action report to assist in continued planning in the unfortunate event such an incident occurs in PBC. Planning for such an incident isn't limited to the incident itself, but should include planning for memorials/vigils, reunification and survivor care, as well as many other considerations. The *Workplace/School Violence HSP* addresses the County's response to such an incident.

2.2 Vulnerability Assessment

The County is diversified. While all PBC residents are exposed to the hazards identified in [Table 2.1](#) to some degree, geographic location and other factors greatly affect individual vulnerabilities and probabilities relating to specific hazards illustrated in Appendix A for the County and each jurisdiction. Factors influencing vulnerability include community location, type of construction, demographics, and cultural characteristics. **Table A-1** summarizes individual community vulnerability within PBC. **Table A-2** relates the probability of future hazard events for each identified hazard within PBC. Appendix B includes mitigation initiatives to reduce the impacts of each jurisdiction risks for PBC in reference to the individual hazards identified in [Section 2.1](#). Additional maps will be located in Appendix G. These maps will be illustrated by hazard addressing critical facilities having the potential to be effected by hazard. The critical facilities will have a potential dollar loss figure tied to it.

With the assistance of the DEM, the LMS conducted impact analyses to assess the potential for detrimental impacts from all identified natural, technological, and human caused hazards. Results of these analyses are summarized below. Impacts were categorized into the following groupings: health and safety of the resident population in the affected area; health and safety of incident responders; impacts on the continuity of government and non-government operations; impacts to property, facilities and infrastructure; impacts to the critical community services; impacts to the environment; economic and financial impacts; impacts on regulatory and contractual obligations; and impacts negatively affecting the PBC's reputation, image, and/or ability to attract public and commercial interests.

Most hazards in PBC affect the entire county equally. However, there are some that may be more likely in one area of the County. For example, a Herbert Hoover Dike breach would cause more damage to the western communities. For the purpose of this document, the County has been divided into four (4) geographical areas: Northern PBC, Southern PBC, Western PBC, and Coastal PBC.

In addition, the charts show probability of occurrence and impact. These will be rated as low = under 5% chance of occurring, medium, 5% - 15% chances of occurring, or High, greater than 15%. These rating responds with the information of the charts presented.

- An impact rating of “Low” for any hazard type means the hazard is not likely to have any measurable or lasting detrimental impact of a particular type and consequences will likely be rectified promptly with locally available resources. Chances here are less than 5%.
- An impact rating of “Medium” means there will likely be a measurable detrimental impact which may require some time to rectify and may require outside resources and/or assistance. The chances here are between 5% - 15%. As such, the hazard is considered a threat to the whole community of PBC.
- An impact rating of “High” means the impact will likely be severe and of longer duration, and require substantial time, resources, and/or outside assistance to rectify. The chances

are greater than 15%. As such, the hazard is considered a threat to the whole community of PBC.

- Multiple ratings indicate detrimental impacts might easily vary within the range indicated.

2.2.1 Natural Hazards

2.2.1.1 Hurricanes and Tropical Storms

From 1920 through 1959, a total of 58 hurricanes struck the U.S. mainland, 25 of which were Category 2 or higher (major storms). Between 1960 and 1989, 42 hurricanes struck the U.S. of which only 16 were Category 2 or stronger. Most hurricane experts feel we are entering a period of increased hurricane formation similar to the levels seen in the 1920s and 1940s. Current hurricane risk calculations are complicated by climatic factors suggesting the potential for even greater hurricane frequency and severity in the world's entire hurricane spawning grounds. Since 1995, there have been 62 Atlantic hurricanes, 12 of which occurred in 2010 alone. Global warming may cause changes in storm frequency and the precipitation rates associated with storms. A modest 0.9 degree Fahrenheit (0.5 degree centigrade) increase in the mean global temperature will add 20 days to the annual hurricane season, and increase the chances of a storm-making landfall on the U.S. mainland by 22%. The warmer ocean surface will also allow storms to increase in intensity, survive in higher latitudes, and develop storm tracts that could shift farther north, producing more U.S. landfalls.

Currently an average of 1.75 hurricanes strikes the U.S. every year. Severe (Category 4 or 5 on the Saffir-Simpson scale) hurricanes strike the U.S. on the average of three (3) every five (5) years (0.60 per year) (see <http://www.aoml.noaa.gov/hrd/tcfaq/E19.html>). Annually, hurricanes are estimated to cause approximately \$1.2 billion in damages. The proximity of dense population to the Atlantic Ocean, as well as the generally low coastal elevations, significantly increases the County's vulnerability. The potential for property damage and human casualties in PBC has increased over the last several decades primarily because of the rapid growth this county has experienced since 1970, particularly along the vulnerable coastline areas.

Hurricane damage is caused by two factors:

- High winds
- Storm surge (discussed under "Flooding")

Generally, it is the wind that produces most of the property damage associated with hurricanes, while the greatest threat to life is from flooding and storm surge. Although hurricane winds can exert tremendous pressure against a structure, a large percentage of hurricane damage is caused not by wind, but from flying debris. Tree limbs, signs and sign posts, roof tiles, metal siding, and other loose objects can become airborne missiles that penetrate the outer shells of buildings, destroying their structural integrity and allowing the hurricane winds to act against interior walls not designed to withstand such forces. Once a structure's integrity is breached, the driving rains associated with hurricanes can enter the structure and completely destroy its contents. Hurricane winds are unique in several ways:

- They are more turbulent than winds in most other type storms
- They are sustained for a longer period of time (several hours) than any other type of atmospheric disturbance
They change slowly in direction, thus they are able to seek out the most critical angle of attack on a given structure
- They generate large quantities of flying debris as the built environment is progressively damaged, thus amplifying their destructive power

In hurricanes, gusts of wind can be expected to exceed the sustained wind velocity by 25 to 50 %. This means a hurricane with sustained winds of 150 mph will have wind gusts exceeding 200 mph. The wind's pressure against a fixed structure increases with the square of the velocity. For example, a 100 mph wind will exert a pressure of approximately 40 lbs per square foot on a flat surface, while a 190 mph wind will exert a force of 122 lbs per square foot on that same structure. In terms of a four (4) by eight (8) foot sheet of plywood nailed over a window, there would be 1,280 lbs of pressure against this sheet in a 100 mph wind, and 2,904 lbs or 1.95 tons of pressure against this sheet in a 190 mph wind.

The external and internal pressures generated against a structure vary greatly with increases in elevation, shapes of buildings, openings in the structures, and the surrounding buildings and terrain. Buildings at ground level experience some reductions in wind forces simply because of the drag exerted by the ground against the lowest levels of the air column. High-rise buildings, particularly those located along the beachfront, will receive the full strength of a hurricane's wind on their upper stories. Recent studies estimate that wind speed increases by approximately 27 % just 15 feet above ground level.

The wind stream generates uplift as it divides and flows around a structure. The stream following the longest path around a building, generally the path over the roof, speeds up to rejoin the wind streams following shorter paths, generally around the walls. This is the same phenomena that generate uplift on an aircraft's wing. The roof, in effect, becomes an airfoil that is attempting to take off from the rest of the building. Roof vortexes generally concentrate the wind's uplift force at the corners of a roof. These key points can experience uplift forces two (2) to five (5) times greater than those exerted on other parts of the roof.

Once the envelope of the building has been breached through the loss of a window, door, or roof damage, wind pressure on internal surfaces becomes a critical factor. Openings may cause pressurizing or depressurizing of a building. Pressurizing pushes the walls out, while depressurizing will pull the walls in. Internal pressure coupled with external suction adds to the withdrawal force on sheathing fasteners. Damages from internal pressure fluctuations may range from blowouts of windows and doors to total building collapse due to structural failure.

During Andrew, catastrophic failure of one and two-story wood-frame buildings in residential areas was observed more than catastrophic failures in any other type of building. Single-family residential construction is particularly vulnerable because less engineering oversight is applied to its design and construction. As opposed to hospitals and public buildings which are considered fully engineered, and office and industrial buildings which are considered "marginally

engineered,” residential construction is considered “non-engineered.” Historically, the bulk of wind damage experienced nationwide has occurred to residential construction. Fully engineered construction usually performs well in high winds due to the attention given to connections and load paths.

Hurricane winds generate massive quantities of debris, which can easily exceed a community’s entire solid waste capacity by three (3) times or more. Debris removal is an integral first step toward recovery, and as such must be a critical concern of all those tasked with emergency management and the restoration of community services. The Arbiter of Storms (TAOS) model predicts the following quantities of debris for PBC given the following hurricane strengths:

Table 2.5

Arbitor of Storms Model

Storm Strength	Debris Generated
Tropical Storm	156,142 cubic yards/acre
Category 1 Hurricane	1,049,571 cubic yards/acre
Category 2 Hurricane	2,182,522 cubic yards/acre
Category 3 Hurricane	7,421,401 cubic yards/acre
Category 4 Hurricane	16,289,149 cubic yards/acre
Category 5 Hurricane	44,874,888 cubic yards/acre

Both the Town of Palm Beach and City of West Palm Beach are old, historical communities on PBC's east coast. Their age alone makes them particularly vulnerable to hurricane damage. Both cities have old, historically significant structures whose loss would represent the loss of irreplaceable cultural resources. The age and construction type of much of the housing in West Palm Beach and to a lesser extent in many of the other coastal communities, suggests these communities would be hit very hard by a major storm.

2.2.1.2 Flooding

Vulnerability

While damages caused by storm surge and dike failure can be extensive and costly, historically physical damages from inland structural flooding have been relatively minor and isolated. As a predominantly localized event, inland flooding does not pose a significant threat to the ability of the county, municipalities and businesses to carry on normal operations.

People, structures, and infrastructure located within floodplains and areas with poor drainage are most susceptible to inland flooding, particularly to flash flooding. However, flash flooding can and does affect all areas of the county. Continued development will certainly contribute to an increased frequency of runoff flooding.

For the most part, flooding depths are not sufficient to inundate large residential and commercial areas. Developed parcels tend to be elevated to a level that limits significant water intrusion

from water build-up. Where water does intrude structures, damage can be costly for individual property owners. Beyond physical water damage, perhaps the greater issue is the potential for mold infestation, which can create health problems for occupants and lead to costly cleanup and repairs.

Flooding can cause damage to cars and outdoor equipment, contaminate water systems, and interrupt water treatment. Sewage overflow raises health concerns.

Significant expanses of street flooding are common, can be costly in terms of loss of function for extended periods of time, and can create dangerous, even potentially deadly, driving conditions.

Post storm accidents, especially electrocutions, are not uncommon, when people wander into flood waters where live wires or generators are present.

Flooding in PBC results from one or a combination of both of the following meteorological events:

- Tidal surge associated with northeasters, hurricanes, and tropical storms
- Overflow from streams and swamps associated with rain runoff
- Coastal inundations from lakes and basins

Major rainfall events occur in association with hurricanes, tropical storms, and thunderstorms associated with frontal systems.

When these types of intense rainfall events occur, streams and drainage ditches tend to reach peak flood flow concurrently with tidal water conditions associated with coastal storm surge. This greatly increases the probability of flooding in the low-lying areas of the coastal zone. Areas along the PBC coast are particularly susceptible to flooding under these conditions. The most flood prone areas in the eastern portion of the County feature poorly drained soils, a high water table, and relatively flat terrain, all of which contribute to their flooding problems. Flat, swampy terrain and heavily wooded areas in the western part of PBC aggravate flood problems by preventing rapid drainage in some areas.

In response to mounting losses from flooding nationwide, the United States Congress initiated the NFIP in 1968. The program is administered through FEMA. Under this program, FEMA produces FIRM maps which show areas subject to various levels of flooding under different conditions. This flood risk information is based on historic, meteorological, hydrologic, and hydraulic data, as well as open-space conditions, flood control works, and development.

Appendix G, Map Section, presents a generalized picture of the flood prone areas in PBC based on the 2017 version of the FIRM maps.

In addition to the FIRM maps there are two (2) numerical models, which predict the effects of storm surge in PBC. The older model, developed by the National Oceanic and Atmospheric

Administration, is called the Sea, Lake, and Overland Surges from Hurricanes model. Appendix G, Map Section illustrates the areas of PBC vulnerable to this type of flooding.

The State of Florida acquired another model for predicting hurricane storm surge as well as wind and property damage. This model, known as The Arbiter of Storms (TAOS) model, predicts storm surge height and wind field intensity for Category 1 through Category 5 hurricanes. Appendix G, Map Section illustrates the areas of PBC subject to flooding during a Category 5 Hurricane. It is important to remember that the TAOS model projections are based on a Maximum of Maximums or absolute worst-case scenario. For this analysis, we have considered the TAOS model projections as reflecting total, worst-case exposure for PBC.

2.2.1.3 Coastal & Beach Erosion / Sea Level Rise

The county's vulnerability to coastal and beach erosion is moderate along its entire coastline. The most significant areas of beach erosion are the areas south of the stabilized inlets where the natural flow of laterally transported sand has been artificially interrupted. Many areas in PBC have been the subject of major beach re-nourishment projects sponsored jointly by the County and Army Corps of Engineers. Inland communities report some erosion problems along major canals and around water control structures.

PBC completed an assessment of vulnerability due to sea level rise in a report entitled "Analysis of the Vulnerability of Southeast Florida to Sea Level Rise, South Florida Regional Climate Change Compact Inundation, Mapping, and Vulnerability Assessment Work Group, August 2012." In this report, the County conducted an inundation analysis, identifying land at elevations below sea level, highlight areas located near PBC's coastline and tidal waterways. The report concluded that limited physical infrastructure in PBC is at risk at the one (1), two (2) and three (3) foot sea level rise scenario. Initially low volume roads and parking areas may be impacted at one (1) foot and increase to up to 41 miles of roadways as the sea level continues to rise to three (3) feet. Property with a current taxable value of \$396-557 million may become vulnerable at one (1) foot of sea level rise; properties valued at \$3.6-4.5 billion may be vulnerable at three (3) feet of rise. One (1) school, one (1) landfill site, and one (1) hospital are estimated to be impacted at the higher three (3) foot sea level rise scenario.

An initiative conducted by Florida Department of Economic Opportunity in 2011 to analyze sea level rise integration utilized PBC as a pilot study (Statewide Post-Disaster Redevelopment Planning Initiative: Phase V). It concluded that while sea level rise was not addressed as an independent hazard category, other identified hazards may anticipate heightened impacts as the condition of sea level rise impacts over. Floods (Section 2.1.1.1), hurricanes (Section 2.1.1.2), and soil and beach erosion (Section 2.1.1.10) may be intensified due to the condition of sea level rise altering the traditional elements of the natural and man building environment. Section 2.1.1.1 details the conditions under which flooding occurs within the County and provides an overview of historical flooding events sea level rise will likely exacerbate flooding in flood prone areas, because flow rates in low lying areas may be further inhibited. The traditional flood conditions due to severe rain events will be impacted by sea level rise. Section 2.1.1.2 addresses these vulnerabilities associated with hurricanes. It details the overall vulnerability of the state

and region due to its topography. Due to dense population along the coast, the potential for property damage and human casualties continues to increase. Florida not only has the most people at risk from hurricanes, but it also has the most coastal property exposed to these storms. While there continues to be debate, global climate change is likely to impact the development, intensity, and frequency of hurricanes in the world. Similarly, the condition of a higher sea level will increase the total inundation resulting from the storm surge. Section 2.1.1.10 address the vulnerability associated with beach and soil erosion stating that the natural forces of wind, waves, and long shore currents move the natural sand placement and change the beach shape and structure. However, this retreat is altered by man-made structures, and creates a perceived need to protect the existing shoreline conditions. This condition will be vastly augmented by the increase of the sea level. Existing homes, businesses, roads, bridges, and other man-made structures will suffer more rapid beach erosion and eventual water intrusion.

Access to and from the barrier islands could be vulnerable due to bridges being inaccessible from local roadway inundation, and coastal marinas could experience impacts. Natural habitats may also become increasingly vulnerable as water salinity levels and areas of inundation alter. Palm Beach County Assessment prioritizes saltwater ponds, saltwater marshes, and mangrove swamp as potential sensitive impacted habitats. In Appendix G, the sea level rise map illustrates PBC's vulnerability to a two (2) foot sea level rise.

Generally, the areas in the southern parts of the County do not appear they will suffer as much inundation in comparison with the central parts of the County, particularly along the Intracoastal Waterway. In the northern part of the County, large areas of projected inundation occur around existing natural waterways including the Loxahatchee River, Admiral's Cove, and Frenchman's Harbor. Most of the areas in PBC that are impacted by sea level rise are already fully developed or consist of natural lands. The rise in sea level will result in losses of land and structures, impact on utilities and infrastructure, and cause a reduction in value of real estate.

Areas within PBC that may be most problematic consist of those already below sea level. Cities in the northern portions of the County that are most inundated include Juno Beach, and the coastal areas of North Palm Beach and Palm Beach. The areas most inundated in Juno Beach and North Palm Beach includes the designated natural areas. The land uses most impacted are the residential, commercial, and recreation designations. Further analysis of this area may be necessary to determine if future land uses may be changed over time in order to decrease vulnerability to hurricane storm surge augmented by sea level rise. Land uses in the southern portions of the County include residential and commercial designations.

2.2.1.4 Severe Thunderstorms/Lightning

Risk of severe thunderstorms and lightning is high (Appendix A Table A-3) in PBC, but many of the jurisdictions shown in Appendix A Table A-1 have only moderate vulnerabilities relative to these hazards. This variation in relative levels of vulnerability is again due primarily to construction practices and community characteristics. Working communities have a higher vulnerability to economic impacts from lightning than residential or retirement communities. All

other factors being equal, residential and retirement communities have a historically higher vulnerability in terms of lightning fatalities.

2.2.1.5 Wildfire/Urban Interface Zone

Less urbanized communities and areas within the County are more vulnerable to wildfires than the more developed communities. Large areas in the western part PBC and many isolated unincorporated pockets of residential development are quite vulnerable to wildfire. The southern and western portion of the Village of Wellington, the unincorporated areas west of Boca Raton, South Bay, Pahokee, and Belle Glade, and virtually all of PBC's unincorporated areas have a high vulnerability to wildfire during the dry season each year. The problems in the Village of Wellington, west Boca Raton area, and in the various unincorporated pockets of development such as Jupiter Farms, Loxahatchee, and the Lion Country Safari area arise from the fact that these areas have an extensive canopy of slash pine (*Pinus elliotii*) and sand pines (*Pinus clausa*), and numerous undeveloped lots interspersed with residences.

Upland pine communities in South Florida are adapted for periodic episodes of fire, and they burn very easily. They also generate large quantities of flammable leaf litter and other combustible by-products, which catch fire easily and generate a very hot, if short-lived fire. Clearing of vacant lots, periodic removal of accumulated leaf litter, maintained firebreaks, and controlled burns in the undeveloped or rangeland areas of PBC, are the best mitigation measures that can be applied for this hazard.

2.2.1.6 Muck Fire

Muck fires have never occurred in PBC. The only areas where this hazard might produce impacts are the western portions of the County. At the present time, muck fires are not considered a significant hazard anywhere other than the Pahokee, Belle Glade, and South Bay areas in the western County.

2.2.1.7 Tornado

Historical data indicates the frequency of tornadoes in PBC is relatively low. However, the vulnerability does exist as proven in June of 2012 when PBC was affected by a tornado. Some individual communities have a higher vulnerability to this hazard due to the type of construction or numbers of mobile homes (manufactured housing units) within their boundaries.

2.2.1.8 Extreme Temperatures

Extreme temperatures, both freezes and periods of excessive heat, impact communities with a larger senior population to a greater extent than those with younger populations. Inland communities away from the moderating influence of the ocean or the estuary are more vulnerable to temperature extremes, as are areas with significant agricultural assets.

The increase in temperature across the U.S. in this century is slightly smaller, but of comparable magnitude to the increase of temperature that has characterized the world as a whole. The increase in minimum temperature and the related increase in area affected by much above normal minimum temperatures are also found in many other countries of the northern hemisphere. Worldwide precipitation over land has changed little through the twentieth century; increases noted in high latitudes have been balanced by low-latitude decreases. By comparison, the change in precipitation in the U.S. is still relatively moderate compared to some of the increases and decreases at other latitudes. Decreases in the day-to-day differences of temperature observed in the U.S. are also apparent in China and Russia, the only other large countries analyzed as of this date. The persistent increase in the proportion of precipitation derived from extremely heavy precipitation has not been detected in these other countries.

A Climate Extremes Index (CEI), defined by an aggregate set of conventional climate extremes indicators, supports the notion that the climate of the U.S. has become more extreme in recent decades, yet the magnitude and persistence of the changes are not now large enough to conclude that the climate has systematically changed to a more extreme state. Similarly, a U.S. Greenhouse Climate Response Index (GCRI), composed of indicators that measure the changes that are expected to follow increased emissions of greenhouse gases, reflects in recent years the very changes that are predicted. Still, the rate of change of the GCRI, as with the CEI, is not large enough to unequivocally reject the possibility that the increase in the GCRI may have resulted from other factors, including natural climate variability, although statistically this is but a 5 to 10% chance. Both indices increased rather abruptly during the 1970s, at a time of major circulation changes over the Pacific Ocean and North America. There is little doubt that the increase in the indices is at least partially related to these circulation variations, although the role of increased anthropogenic greenhouse gas concentrations in such circulation variations is poorly known.

Since the indices are influenced by natural changes and variations that can either add to or subtract from any underlying long-term anthropogenic-induced change it will be important to carefully follow their behavior over the next decade to see if they sustain their incipient trends or return to previous levels. Such an effort is critical for a better understanding of climate itself, how it changes, and how these changes can affect our own lives and well-being.

2.2.1.9 Agricultural Pests and Diseases

Agricultural pests and disease are a more significant hazard in those areas of PBC where agriculture is a more significant element in the economic base. The western portion of PBC is a major ranching and farming area and there are numerous nurseries and smaller agriculture related businesses located throughout the County.

2.2.1.10 Drought

The county overall has a moderate vulnerability to the impacts from drought due to the County's large agricultural land use in the west and extensive urbanization in the east. Overall, PBC has a narrow reserve of potable water and this could become a significant problem during a long-term

drought. The western area of the County is most vulnerable to the impacts of drought because this area is extensively involved in farming and ranching. The urbanized communities along PBC's coast are less vulnerable economically due to their location and non-agricultural economic base. Potential impacts to PBC's potable water supply by saltwater intrusion during drought conditions are generally low, with the exception of the City of West Palm Beach, which draws its water from surface supplies.

2.2.1.11 Pandemic/Communicable Diseases

Florida is more vulnerable than many other states to possible outbreaks of infectious diseases due to the large number of international and U.S. tourists it attracts. In addition, vulnerability to disease hazards has increased by the number of illegal immigrants reaching U.S. shores. The county's vulnerability to pandemic outbreaks, while higher than some other Florida counties due to its large immigrant population is still considered only moderate. Medical facilities are adequate for current needs, but would be stressed if forced to deal with a major disease outbreak.

2.2.1.12 Seismic Hazards

Sink Holes and Dam/Levee Failures

There are areas in PBC where canal bank failures could cause or exacerbate flooding during heavy rain events or storms. This problem is, however, more related to soil erosion than to actual levee failure. There has never been any seismic activity, soil failures, or sinkhole activity in PBC. While these hazards may exist, County vulnerability to them at this time must be considered very low as referenced in an earlier section. As such, PBC does not have a Hazard Specific Plan to address sinkholes.

The county does have a major vulnerability to levee failure around the eastern boundary of Lake Okeechobee. Extensive dyking of Lake Okeechobee has taken place since the hurricane of 1928 when about 2,500 people were killed from surge in western PBC. The county has the dubious distinction of having had the second highest number of fatalities (following Galveston, Texas) of any county in the United States. The U.S. Army Corps of Engineers maintains the levees around Lake Okeechobee and they are considered to be sound. A levee failure with today's population would be a catastrophic disaster for PBC.

Tsunamis

There have been no recorded tsunamis to have ever affected PBC. However, scientists have been studying La Palma Island in the Canaries as a possible site where a tsunami could originate if a massive landslide were to occur. Research published in 2001 by two (2) prominent geologists (Ward & Day) created a major debate and concern over whether a predicted volcanic collapse in the Canary Islands could generate a mega tsunami, which could traverse the Atlantic Ocean at jet aircraft speeds (eight (8) to nine (9) hours) and devastate the eastern coast of the U.S., including Florida. It was postulated that the wave, at impact on the Florida coast, could be

approximately 50 meters high and cause damage inland as far as 20 km. This mega tsunami would cause unprecedented destruction and loss of life.

Subsequently, more comprehensive and rigorous research published by several scientists of the Tsunami Society has taken exception with the original research. The original research, they argue, was based on several erroneous assumptions regarding a structural weakness observed in the western flank of the Cumbre Vieja volcano on island of La Palma in the Canary Islands, the probability of a gravitation collapse of a massive land mass of the ocean bottom, and the magnitude and traveling distance of a wave that might be generated should such a collapse occur.

The mega tsunami was postulated to occur sometime in the next 1500 years. The weight of scientific evidence suggests there is no discernible tsunami threat to the coast of Florida as a result of geological activity in the Canary Islands. The probability of a tsunami is low.

2.2.2 Technological Hazards

2.2.2.1 Hazardous Materials Accident

A community's vulnerability to hazardous materials accidents depends on three (3) factors. These are:

- The major transportation routes that pass through the community;
- The hazardous material generators located in or near the community; and
- The resources in terms of people and property that are in an area of possible impact from a hazardous materials release.

Overall, unincorporated PBC has a low vulnerability to impacts from hazardous materials releases. There are relatively few major generators within the County and those that do exist are generally away from major population centers.

Specific areas with higher vulnerability for hazardous materials accidents are along the transportation network (both highway and rail) that pass through the County. All the jurisdictions along the eastern sand ridge (Boca Raton, Delray Beach, Boynton Beach, Hypoluxo, Lantana, Lake Worth Beach, West Palm Beach, Riviera Beach, Lake Park, Palm Beach Gardens, Jupiter, and Tequesta) are extremely vulnerable to toxic material spills and releases from transportation system accidents, primarily rail accidents. The Florida East Coast Railroad runs through all these areas and toxic material spills have occurred along the rail line. Given the right set of circumstances, such releases could produce significant detrimental effects on life and property in these communities.

2.2.2.2 Radiological Accidents (Nuclear Power Plant Accidents)

The Florida Power and Light St. Lucie Nuclear Power plant is located on south Hutchinson Island in St. Lucie County. In the US, federal regulations define two (2) distinct planning zones with regard to commercial nuclear power plant emergency planning. The Plume Exposure Pathway Emergency Planning Zone, commonly known as the EPZ, has a radius of 10 miles (16 km). The focus of the EPZ defines the geographic area for the management of protective actions related to the direct exposure to, and inhalation of, airborne radioactive contamination in citizens. The Ingestion Planning Zone, commonly known as the IPZ, has a radius of about 50 miles (80 km). The focus of the IPZ is to define the geographic area for the management of

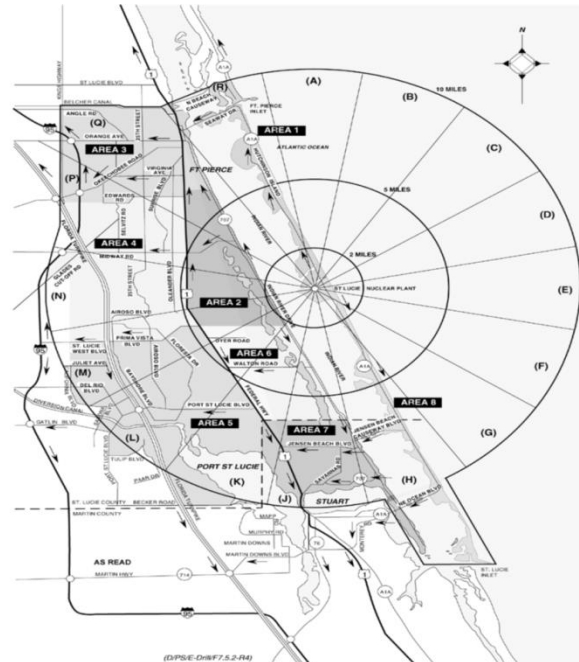


Figure 2.11: St. Lucie Nuclear Power Plant 10 Mile EPZ

protective actions related to the ingestion of food and liquid contaminated by radioactivity that may reach the food supply. Approximately 45% of PBC falls within the 50-mile radius IPZ for the St. Lucie Nuclear Power plant. This means that a significant portion of PBC is vulnerable to a nuclear power plant accident. Fortunately, the frequency with which nuclear power plant accidents occur is very low, and the overall risk to the citizens of PBC is therefore considered low.

Nuclear emergency is perhaps the single hazard facing PBC which has received massive emergency management attention at all levels of government. Emergency management planning and regulation relative to nuclear power plant accidents exists at the federal, state, local, and corporate levels. Drills are held routinely and extensive documentation is required by the Nuclear Regulatory Commission, as well as several other federal agencies. Contingency planning for nuclear accidents at the plant itself appears to be well in hand. Of greater risk to the citizens of PBC is the transport of fissionable material to and from the plant. Such materials transfers are



Figure 2.12: 50 Mile Ingestion Pathway Map for St. Lucie Nuclear Power Plant (Copyright © 2010 GIS Dolph Map LLC – Used with permission)

handled with a great deal of care and there has never been a significant accident during any such transfer. Again, while PBC’s vulnerability to such accidents is high, the risk that this hazard will produce an impact within the community appears to be low. Some risks to PBC include:

- Loss of life or potential physical injury (including long-term effects such as cancer)
- Loss of property (displacement from homes)
- The county is within the 50 mile IPZ making contamination of food supplies and drinking water a possibility
- Exaggerated media reporting could lead to heightened public alarm. Impacts to tourism industry are possible

In the event of an accidental release of radioactive materials from the St. Lucie Nuclear Plant, evacuation areas would depend on several metrological factors such as wind direction and wind speed. According to the 2010 Census data, there are approximately 268,000 people living within 10 miles of the power plant. If an accident at the plant took place during tourist season, PBC could expect half this population to evacuate into PBC (approximately 110,000 evacuees). The County must be prepared to shelter 10 % (11,000 people) of the evacuating population. All evacuees will be sheltered in Palm Beach, Indian River, and/or Brevard Counties.

There are several safety design measures at the plant and stringent federal safety standards govern plant operations (e.g. plants have protective barriers and are designed to withstand aircraft attack, tornados, severe accidents and earthquakes). It is most likely that an accident would slowly progress from one stage of emergency classification to the next. A “fast breaker” accident is very unlikely, but the plant can shut down operations within two (2) seconds if needed. Most likely, an accident would slowly progress providing time to warn the public and implement protective measures. In the case of a radioactive release, Florida Power and Light and the American Nuclear Insurers organization would reimburse evacuees for damage or re-location

2.2.2.3 Communications System Failure

Communication failures have a greater potential to produce adverse economic impacts in business-based rather than retirement or residential communities. On the other hand, communication system failures in residential and retirement communities may put more human lives at risk. The county’s vulnerability to communication system failures is generally considered moderate. Basically, PBC’s vulnerability to this hazard is no greater or less than most other Florida coastal counties.

2.2.2.4 Transportation System Accidents

Palm Beach International Airport is a major commercial air transportation hub, with extensive commercial passenger and freight business as well as a significant amount of private or general aviation activity as well. The airport is located directly to the south and west of the City of West Palm Beach and the runway approaches pass directly over both the Town of Palm Beach and the City of West Palm Beach. Aviation is an important element of the economy in PBC, and this

activity raises the County's vulnerability to aviation associated accidents. Another busy airport for general aviation is the Lantana airport, which has been a source of many non-commercial incidents over the years.

Vulnerability to transportation system accidents is also associated with the highway and rail systems that run through PBC. Individual community and population center vulnerabilities to this hazard are entirely dependent upon location. Again, the communities built on the eastern sand ridge of the County are most vulnerable. Major transportation hubs, rail yards, trucking centers, and the Port of Palm Beach all raise these communities' vulnerabilities to transportation system accidents and breakdowns. Transportation accidents have occasioned blockages on the major highways throughout PBC. The Town of Palm Beach and the City of West Palm Beach are also more vulnerable to plane crashes due to their location relative to the Palm Beach International Airport. The east-central portion of the County has a higher vulnerability to major highway accidents due to the presence of Interstate 95 and the Florida Turnpike.

Due to their locations along the rail line, the eastern cities have higher vulnerabilities to rail system accidents. The Brightline express train, which began service between Fort Lauderdale and West Palm Beach in November of 2017, with plans to ultimately service between Miami and Orlando, has a potential top speed of 125 mph, which is much faster than other regional commuter trains. It is anticipated by the LMS HVA Subcommittee that there will be additional people struck while ignoring rail crossing warning devices, due to the high speeds that the public is not accustomed to in the area.

2.2.2.5 Wellfield Contamination

Wellfield contamination has not been a major problem for most of PBC. There is some potential exposure to this hazard in the eastern portion of the County, but overall the vulnerability to this hazard is considered low at this time.

2.2.2.6 Power Failure

Power failures have the same potential impacts in all PBC communities. The vulnerabilities of all communities to power failures are considered moderate. The power grid throughout PBC is diversified and there is no single choke point or distribution node whose failure would disrupt power distribution to the entire community.

2.2.3 Human Caused Hazards

2.2.3.1 Civil Disturbance

The overall potential for civil disturbance in PBC is considered moderate. The municipalities of West Palm Beach, Delray Beach, Boynton Beach, Palm Beach, and Riviera Beach are considered to have relatively high vulnerability to this hazard. There has been significant civil unrest in certain areas of these cities in the past and a significant potential for such unrest remains. Within the past two (2) years, particularly with the election of the US President who

owns and frequents a home in PBC, the numbers of civil disturbance activities have increased significantly, although they are most often considered peaceful in nature. This is expected to continue through 2020 and possibly 2024. The LMS HVA Subcommittee has recognized and elevated the level of vulnerability to civil disturbance for the Town of Palm Beach due to the civil disturbances that they have in the area of the President's Palm Beach home.

2.2.3.2 Domestic Security

Terrorism, Sabotage, and Cyber Attacks

The possibility for terrorism, sabotage, and cyber attacks in PBC does exist. The County's vulnerability to this hazard is moderate and thus this hazard is considered a threat to the PBC community. The City of West Palm Beach has a slightly higher vulnerability to terrorism since it is the center of government and also by the role played by aviation in the local economy, but this vulnerability is still considered only moderate. The Town of Palm Beach, as well as many other wealthy enclaves within PBC has a slightly higher vulnerability to celebrity terrorism since so many well-known and wealthy personalities make their residence there. While this vulnerability exists, it is considered to be no greater than that faced by many other communities around the country where the rich and famous live.

The warm temperatures, onshore winds, high rate of sunshine (UV exposure), and rainfall in PBC make this area a less favorable target for biological or chemical terrorism than many other areas of the United States. The population here is dispersed when compared to major cities in the northeastern U.S., and the transportation system infrastructure is highly dependent upon individual vehicles. Both of these features make PBC a less desirable target for transportation system or conventional type (bomb related) terrorist acts.

Crime/terrorism hazards will damage or impair the County's infrastructure, disrupt commerce, and possibly result in large-scale health emergencies, disease outbreaks, and/or epidemics. Public awareness of terrorist incidences worldwide has increased since 2001, and the percentage of terrorist events resulting in fatalities continues to grow. As a metropolitan area and a key tourist/economic component of the United States, PBC could be a possible target for terrorist activities. Government buildings, large market sectors, critical infrastructure, tourist attractions, and large-scale events are all prime targets for terrorist organizations. Additional vulnerabilities include:

- Transportation Systems – highways, railways, waterways, and airports are vital to the transportation of materials, goods, services, and people.
- Population – an attack on a large population is attractive to gain large media attention.
- Industry – large manufacturers and companies house hazardous materials. Disruption of these facilities can have an economic impact and cause physical damages to property and loss of lives due to the large volume of hazardous materials housed.
- Utilities – there is a large dependency on telecommunications, power, water, wastewater, and pipeline services for daily activities and operations.

- Government Buildings – an attack on government buildings is attractive in order to deliver a political statement.
- Entertainment/Recreation – anywhere that attracts large populations is an attractive target.

The Threat and Hazard Identification and Risk Assessment (THIRA) provides detailed information regarding the crime/terrorism hazards mentioned below that could affect PBC.

- Terrorism (see *Domestic Security HSP*)
- Bomb Threat Incident
- Cyber-Security Incident (see also *PBC Information Systems Services (ISS) Department Business Continuity and Disaster Recovery Plan* and *IT Security Policy Manual*).

2.2.3.3 Mass Migration Crisis

Reviewing the data on past illegal immigration and mass population movements, such as the Haitian influx and Cuban raft incidents of the 1980s, indicates that illegal immigration has never reached a crisis state for the local authorities in PBC. The county's vulnerability to this hazard is moderate, however, due to demographic features, and thus, mass migration is a threat to the public. The cities of West Palm Beach, Delray Beach, Boynton Beach, Riviera Beach, South Bay, Pahokee, and Belle Glade all have a slightly higher vulnerability to illegal immigration impacts due their larger populations of Latin American and Caribbean immigrants.

2.2.3.4 Workplace/School Violence

While a workplace/school violence incident statistically ends within five (5) minutes, the consequences of the attack could last well beyond a single operating period (deemed to be 12 hours in duration per the CEMP) 70% of the time (Blair, P., Schweit, W., 2014), including many years, as these types of incidents create a detrimental psychological impact on the community. The County's vulnerability to this hazard is moderate and thus, this hazard is considered a threat to the PBC community.

A workplace/school violence incident tends to occur with the following actions:

1. An assault is acted upon by an active shooter/assailant.
2. Law enforcement moves into the scene to neutralize the assailant.
3. Fire rescue moves into the scene to assist wounded victims.
4. Victims are transported to health care facilities (e.g., hospitals).
5. Services are provided to victims and/or victims' families, such as victim and family mental health counseling.
6. Economic consequence management occurs.
7. Coordinated public messages and press releases are conducted.
8. Other numerous foreseen and unforeseen consequences may emerge.

Due to the majority of these type of incidents ending within five (5) minutes, planning will focus a strong focus on preparedness and mitigation, including the practice of educating the public on recommended actions they can take prior to an incident.

2.2.4 Vulnerability of Critical Facilities

In Appendix G, maps demonstrate the vulnerability of each hazard in relation to the County and each jurisdiction's location and critical facilities and/or infrastructure. Structures have been identified for each hazard with jurisdictional boundaries. An estimated dollar figure in relation to potential dollar losses has been identified and summarized in a narrative for each identified hazard by jurisdiction.

The county determined a criticality based on the relative importance of its various assets for the delivery of vital services, the protection of special populations, and other important functions. The types of critical facilities and infrastructure identified within these risk assessment maps are: schools, police stations, fire stations, specific government buildings, nursing homes, assisted living facilities, hospitals, shelters, Herbert Hoover Dike, Turnpike, I-95, water treatment facilities, utility stations, draw bridges, seaports, and airports. These facilities can be located on the risk assessment maps and a potential dollar loss will be correlated in the charts broken down by municipality and unincorporated PBC. The estimated costs are based upon information from the County Auditor's Office. The dollar figures specific to each hazard by municipality or unincorporated area express the potential human and economic impacts within PBC. Appendix M specifically addresses critical facilities in PBC.

2.3 Risk Assessment

In order to effectively plan hazard mitigation projects and allocate scarce financial resources, a community's vulnerability to a specific hazard must be coupled with other critical factors to perform a risk assessment.

Risk, or the probability of loss, depends on three (3) elements:

- Frequency – How frequently does a known hazard produce an impact within the community?
- Vulnerability – How vulnerable is a community to the impacts produced by a known hazard?
- Exposure – What is the community's exposure in terms of life and property to the impacts produced by a specific hazard?

Once these three (3) factors are established, the risk level faced by a community with regard to any specific hazard can be calculated using the Risk Triangle approach (Crichton, 1999).

In this approach, these three (3) factors become the sides of a triangle, and the risk or probability of loss is represented by the triangle's area ([Figure 2.3a](#)). The larger the triangle's area, the higher the community's risk with respect to a given hazard. If a community wishes to reduce its potential for loss or risk of impacts from any given hazard, it can attack the problem by reducing any one of the three (3) elements forming the sides of this triangle; the frequency of a hazard's occurrence, the vulnerability of the community, or the exposure of the community.

For example, if a community wishes to reduce its exposure to hurricanes, it could move off of the barrier islands. This actually happened in the 1870s when an entire community on the North Carolina barrier islands moved to the mainland after suffering two (2) devastating hurricanes in three (3) years. By moving out of harm's way, a community drastically reduces its exposure and therefore its potential for loss from a given natural hazard ([Figure 2.3b](#)).

In today's world, the potential to relocate an entire community off the barrier islands is, to say the least, remote. A community may, however, reduce its vulnerability to hurricanes by strengthening its buildings. If buildings are hardened, vulnerability is reduced and there is a corresponding reduction in a community's probability of loss ([Figure 2.3c](#)).

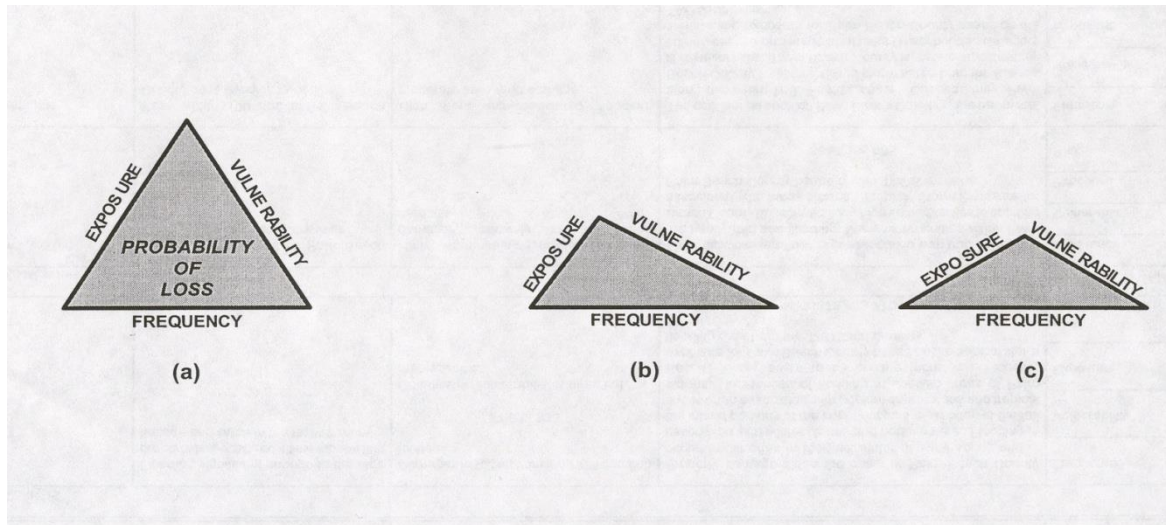


Figure 2.13: a, b, c Risk Triangles

In terms of natural hazards, there is very little, if anything that can be done to change the frequency with which they produce impacts in a community. Mitigation planning relative to those hazards must therefore focus on reducing the community's vulnerability or exposure. In terms of technological and human caused hazards, the most cost-effective type of mitigation is to limit or reduce the frequency with which such hazards actually occur. Table A-4 summarizes the county's potential for loss relative to each of the hazards identified. In addition, Appendix A will include a risk assessment by jurisdiction. The risk assessments will be illustrated by means of maps located in Appendix G by hazard. This is to give a clear image of potential risk throughout PBC hazard specific with potential dollar losses estimated tied to assessed property values. This assessment refers to Appendix B and Appendix G illustrating mitigation actions being addressed in the PBC comprehensive plans. The overall strategy is to mitigate to reduce damage of a potential hazard.

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SECTION 2A: VULNERABILITY OF CRITICAL FACILITIES

This subsection assesses the vulnerability of critical facilities by jurisdiction in terms of the dollar values of property at risk from key hazards. It addresses, in part, the following FEMA requirement:

Requirement §201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.

Numbers and types of existing residential, commercial, and critical service facilities and infrastructure are referenced in Appendix J:

With regard to future facilities, the following should be considered:

- Developable coastal areas of the County in are substantially built out. Future development is likely to be replacement and upgrading of existing facilities.
- Development in the Coastal High Area is strictly limited and managed by local ordinances and codes which tend to meet or exceed those recommended of the State.
- Future growth throughout the County is guided by the managed growth tiers which consider hazard vulnerability.
- Virtually the whole County is potentially vulnerable to isolated flooding during excessive rain events, even areas lying outside Special Flood Hazard Areas. Repetitive flood loss properties are widely scattered - not clustered - because PBC has no riverines or significant elevation variations to speak of.
- All new residential, commercial, and critical service facilities will be built to meet or exceed South Florida Building hurricane standards. Several local developers are now building Category 5 type structures.
- Wildfire mitigation practices are being promoted for development in the wildland-urban interface areas.

As the State of Florida and the US as a whole are currently experiencing economic growth, the current trend for PBC is increased values year over year. The PBC Property Appraiser's 2017 Annual Report, continued to indicate a modest to significant rise in values. County property values increased 7.9% in 2016 over 2015. There was a 7.3% increase from 2017 over 2016 (Palm Beach Post/Property Appraiser Data). This trend may be indicative of longer term stabilization and economic growth throughout the Florida real estate markets. The Table below details the 2016 – 2017 property value trends by city.

Table 2A

2016-2017 property value trends by city in PBC

Community ▼	2016 taxable value	2017 preliminary taxable value	Percent change
Atlantis	\$468.7 million	\$491.5 million	4.86
Belle Glade	\$311.5 million	\$324.8 million	4.27
Boca Raton	\$21 billion	\$22.5 billion	7.22
Boynton Beach	\$5 billion	\$5.4 billion	8.25
Briny Breezes	\$41.3 million	\$44.9 million	8.59
Cloud Lake	\$5.4 million	\$5.7 million	6.49
Delray Beach *	\$8.8 billion	\$9.6 billion	9.53
Glenridge	\$15 million	\$16.1 million	7.7
Greenacres	\$1.5 billion	\$1.7 billion	10.47
Gulf Stream	\$1 billion	\$1.1 billion	2.87
Haverhill	\$80.5 million	\$86.6 million	7.57
Highland Beach	\$2.2 billion	\$2.4 billion	8.43
Hypoluxo	\$313 million	\$329.9 million	5.41
Juno Beach	\$1.3 billion	\$1.4 billion	7.49
Jupiter	\$9.7 billion	\$10.3 billion	6.79
Jupiter Inlet Colony	\$300.5 million	\$319.7 million	6.41
Lake Clark Shores	\$227 million	\$242.3 million	6.74
Lake Park	\$574.8 million	\$627 million	9.08
Lake Worth *	\$1.5 billion	\$1.6 billion	11.54
Lantana	\$889.9 million	\$955.7 million	7.4
Loxahatchee Groves	\$254 million	\$294.4 million	15.87
Manalapan	\$1.2 billion	\$1.2 billion	6.91
Mangonia Park	\$170 million	\$181.3 million	6.65
North Palm Beach	\$1.8 billion	\$2.1 billion	15.15
Ocean Ridge	\$891 million	\$939.7 million	5.47
Pahokee	\$81.3 million	\$82 million	0.86
Palm Beach	\$15.9 billion	\$16.9 billion	6.42
Palm Beach Gardens	\$10.1 billion	\$10.9 billion	7.84
Palm Beach Shores	\$550.9 million	\$575.3 million	4.43
Palm Springs	\$909.5 million	\$1.1 billion	22
Riviera Beach	\$4.9 billion	\$5.1 billion	3.29
Royal Palm Beach	\$2.5 billion	\$2.7 billion	7.80
South Bay	\$61.1 million	\$64.6 million	5.79

South Palm Beach	\$305.2 million	\$326 million	6.79
Tequesta	\$1 billion	\$1.1 billion	5.84
Village of Golf	\$155.4 million	\$161 million	3.61
Wellington	\$7.5 billion	\$8 billion	7.7
West Palm Beach *	\$11 billion	\$11.9 billion	8.35
Westlake		\$27.4 million	undefined

* Includes debt service.

Source: Palm Beach County Property Appraiser • Created with Datawrapper

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SECTION 2B: VULNERABILITY OF RESIDENTIAL & COMMERCIAL PROPERTIES

This subsection assesses the structural vulnerability of residential and commercial properties by jurisdiction in terms of the dollar values of property at risk from key hazards, in partial fulfillment of the following FEMA requirement:

Requirement §201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.

Numbers, types and characteristics of existing residential, commercial and critical service facilities and infrastructure are referenced in Appendix C.

Since the last update of the LMS in 2015, there has been significant growth in residential and commercial property spending throughout the State of Florida. Specifically, there was \$16 billion in 2015, up from \$12.6 billion in 2014, in non-residential starts (The Associated General Contractors of America - http://files.agc.org/files/economic_state_facts/FLstim.pdf, 2016). Also, according to ConstructConnect, there was a \$4.1 billion increase (16.8%) in non-residential construction over 2016 (<https://www.constructconnect.com/wp-content/uploads/2018/01/Construction-Industry-Snapshot-Package-December-2017.pdf>). However, there is still a cloud of uncertainty in the marketplace. Higher demand for housing, more occupancy in apartments, and retail are providing lifts to the industry. According to the Property Appraiser's Comparison of Taxes Levied (<http://www.pbcgov.com/papa/pdf/tax/Palm%20Beach%20County%20Table%201%20-%20Comparison%20of%20Taxes%20Levied.pdf>), there was a 4.25% increase in FY16 over FY15. Based on the information obtained, the LMS expects that the Florida real estate markets will continue to improve in the near term.

The following observations are offered with regard to future facilities:

- Developable coastal areas of the County are substantially built out. Future development in these areas will likely be replacement and upgrading of existing facilities.
- Development in the Coastal High Area is strictly limited by local ordinances and codes which tend to meet or exceed those recommended by the State of Florida.
- Future growth throughout the County is guided by the managed growth tiers which consider hazard vulnerability.
- Nearly the whole County is potentially vulnerable to isolated flooding during excessive rain events, even areas lying outside Special Flood Hazard Areas. Repetitive flood loss properties are widely scattered - not clustered - as the County has only one (1) river and no significant elevation variations.
- All new residential, commercial and critical service facilities will be built to meet or exceed South Florida Building hurricane standards. Several local developers are now building Category 5 type structures.

- Wildfire mitigation practices are being promoted for development in the wildland-urban interface areas.

The following pages provide assessments of the dollar values of existing properties at risk as of this writing, by hazard, by jurisdiction.

Methodology for Assessing Vulnerability of Existing Structures

It was decided to use local property appraisal databases, Geographic Information System (GIS) mapping capabilities, and hazard environment profiles as the basis for identifying and quantifying property and dollars at risk from key hazards.

Analyses of the types and numbers of existing buildings in PBC are complicated by the County's size, diversity, highly variable and incompatible databases, and inconsistent record keeping practices. The primary data source is the Property Appraiser Database (PAPA). The PAPA database is not well suited for purposes of vulnerability assessments, but it continues to be the best data available.

A comprehensive profile of PBC's built environment is contained in the Special Appendix. It describes the residential, commercial, industrial, government, education, healthcare, religious, and other building stocks.

The paragraphs below provide a brief summary of existing residential and commercial properties.

Residential Units

According to Property Appraiser data, there are an estimated 597,300 residential parcels and 681,915 structures in PBC. The residential housing stock is well distributed throughout the eastern portion of the County. Forty-six (46) percent of residential units reside in the unincorporated areas of the county. The seven (7) municipalities of West Palm Beach, Boca Raton, Boynton Beach, Palm Beach Gardens, Jupiter, Wellington and Delray Beach collectively have about 34% of PBC's residential units.

The overwhelming majority of residential structures (75.6%) are of CB Stucco construction. Less than 5% have exterior walls composed of wood in the form of wood siding, wood frame stucco, or board batten. The remaining structures are constructed of a variety of other materials. The PAPA database consists of approximately 25 categories, many of which have a multiplicity of variations.

We have summarized the Property Appraiser Residential Dwelling Data in the following tables:

Table 2B-1

Summary Table of Property Appraiser's DWELDAT table

Row Labels	Count of Parcels	# of Buildings	# of Buildings as a % of Total	Total Reconstruction Cost "NEW"
Atlantis	1,254	1,256	0.18%	\$254,022,317
Belle Glade	2,929	18,940	2.78%	\$287,422,651
Boca Raton	40,011	40,551	5.95%	\$11,785,957,207
Boynton Beach	31,692	31,798	4.66%	\$3,940,998,201
Briny Breezes	483	515	0.08%	\$12,297,643
Cloud Lake	57	74	0.01%	\$4,704,027
Delray Beach	30,493	32,370	4.75%	\$5,738,831,451
Glenridge	96	117	0.02%	\$10,886,520
Greenacres	14,564	14,665	2.15%	\$1,726,179,797
Gulf Stream	693	763	0.11%	\$507,066,313
Haverhill	650	690	0.10%	\$77,261,878
Highland Beach	4,147	4,155	0.61%	\$2,127,633,865
Hypoluxo	2,058	2,062	0.30%	\$345,009,508
Juno Beach	3,024	3,145	0.46%	\$1,086,321,716
Jupiter	28,333	28,510	4.18%	\$7,076,077,900
Jupiter Inlet Colony	231	237	0.03%	\$78,962,167
Lake Clarke Shores	1,458	1,462	0.21%	\$210,013,605
Lake Park	2,620	2,678	0.39%	\$257,159,212
Lake Worth Beach	12,366	13,293	1.95%	\$1,076,319,402
Lantana	4,227	4,364	0.64%	\$473,198,178
Loxahatchee Groves	1,915	3,108	0.46%	\$166,003,197
Manalapan	314	348	0.05%	\$281,715,595
Mangonia Park	454	461	0.07%	\$29,530,667
North Palm Beach	7,348	7,386	1.08%	\$1,553,473,914
Ocean Ridge	1,429	1,451	0.21%	\$570,290,662
Pahokee	1,184	2,224	0.33%	\$109,978,252
Palm Beach	9,427	10,034	1.47%	\$6,594,956,531
Palm Beach Gardens	25,163	25,220	3.70%	\$7,300,319,779
Palm Beach Shores	960	976	0.14%	\$450,713,626
Palm Springs	7,346	7,649	1.12%	\$622,990,777
Riviera Beach	14,153	14,365	2.11%	\$3,388,691,372
Royal Palm Beach	13,309	13,355	1.96%	\$1,997,437,235
South Bay	696	737	0.11%	\$66,991,807
South Palm Beach	1,865	1,865	0.27%	\$377,345,901
Tequesta	3,245	3,250	0.48%	\$704,566,726
Unincorporated PBC	261,177	313,648	46.00%	\$42,855,956,432

Village of Golf	178	212	0.03%	\$69,466,662
Wellington	22,628	24,875	3.65%	\$5,143,668,770
West Palm Beach	43,120	49,084	7.20%	\$7,005,681,217
Westlake	3	22	0.00%	\$90,567
Grand Total	597,300	681,915	100.00%	\$116,366,193,247

Table 2B-2

Residential Structures by Exterior Wall Type in PBC

Row Labels	# of Buildings	# of Buildings as a % of Total
CB STUCCO	515,518.00	75.60%
Data Not Available	81,596.00	11.97%
WOOD FRM STUCCO /		
HOLLOW TILE	30,295.00	4.44%
WOOD SIDING	21,205.00	3.11%
VINLY/ALUM/CON SIDING	9,216.00	1.35%
PRECAST PNL/REIN. CONC	7,228.00	1.06%
CONC. BLOCK	2,775.00	0.41%
BD & BATTEN	2,586.00	0.38%
ABOVE AV	1,769.00	0.26%
ASB. SHG.	1,683.00	0.25%
COMMON BR	1,533.00	0.22%
MOD. MET.	1,451.00	0.21%
CEMENT BR	1,180.00	0.17%
WOOD SHT/PLY	965.00	0.14%
BD & BATTEN ABAV	605.00	0.09%
MINIMUM	545.00	0.08%
CEDER/REDWOOD	497.00	0.07%
PREF. MTL.	346.00	0.05%
CORR. MTL.	305.00	0.04%
BELOW AV	151.00	0.02%
WOOD SHINGLE	125.00	0.02%
PREFAB PNL	123.00	0.02%
NONE	44.00	0.01%
FACE BR	42.00	0.01%
COMP OR WALL BD	29.00	0.00%
STONE	28.00	0.00%
REIN. CONC.	28.00	0.00%
SINGLE SIDING	21.00	0.00%
N/A	10.00	0.00%

CORR. ASB	8.00	0.00%
GLASS THERM.	8.00	0.00%
Grand Total	681,915.00	100.00%

Commercial Properties

Property Appraiser data indicates that there are approximately 27,113 commercial parcels with 93,663 commercial structures countywide. The cost of reconstruction for those structures is estimated at \$42B. These data are summarized as follows:

Table 2B-3

Property Appraiser commercial parcels, buildings, and reconstruction costs

Row Labels	Count of Parcels	# of Buildings	Total Reconstruction Cost "NEW"
APARTMENTS	566	7085	\$90,857,080
APARTMENTS - SENIOR	136	583	\$745,667,390
APARTMENTS - TOWNHOUSE	240	2439	\$275,973,010
APARTMENTS HIGH RISE	76	166	\$1,107,670,140
APARTMENTS LOW RISE	2360	13273	\$2,494,273,710
ARENA	22	92	\$65,151,650
AUDITORIUM	51	190	\$198,478,720
AUTO DEALER/F-SERVICE	221	503	\$397,041,740
AUTO SERVICE GARAGE	589	1162	\$228,464,660
BANK/MAIN OFFICE	68	83	\$163,998,920
BAR/TAVERN	59	81	\$14,292,510
BARNS	77	499	\$20,869,530
BIOTECH RESEARCH DEVELOPMENT	5	18	\$109,427,140
BOWLING ALLEY	5	5	\$11,142,650
CAR WASH - AUTOMATIC	63	174	\$28,849,830
CAR WASH - MANUAL	23	52	\$4,731,980
CAR WASH SERVICE STATION	59	121	\$5,518,540
CINEMA/THEATER	25	89	\$148,427,510
CLUBHOUSE	2059	7302	\$664,267,440
COCKTAIL LOUNGE	13	17	\$14,130,710
COLD STORAGE	46	149	\$27,207,590
COLLEGES / UNIVERSITY	117	2451	\$454,763,910
COMM SHOPPING CENTER	522	1538	\$1,662,495,900
COMMERCIAL MIXED USE	7	14	\$1,120,150
CONVENIENCE FOOD MKT	339	381	\$157,669,290
CORRECTIONAL	4	18	\$21,866,460
COUNTRY CLUB	44	79	\$93,237,260

COUNTRY CLUB/W GOLF CRSE	235	611	\$570,708,050
CULTURAL FACILITIES	18	63	\$66,317,120
DAY CARE CENTER	293	898	\$179,421,570
DEPARTMENT STORES	25	36	\$524,076,830
DISCOUNT DEPT STORE	222	506	\$634,188,470
DOG/HORSE TRACK	2	3	\$11,889,840
DORMITORY	168	1355	\$177,997,490
DOWNTOWN ROW TYPE	233	588	\$798,459,400
DRUG STORE FREESTANDING	101	136	\$204,242,310
EDUCATION/RELIGIOUS	686	2788	\$762,696,870
EFFICIENCY APARTMENT	152	870	\$10,141,580
FRANCHISE FOOD	305	481	\$151,734,460
FUNERAL HOME	56	83	\$45,185,670
FURNITURE STORE	39	47	\$115,005,720
GARAGE STORAGE	216	1641	\$24,577,620
GOVERNMENTAL	230	581	\$1,352,307,010
GUARDHOUSE	195	301	\$14,275,180
GYMNASIUM	73	313	\$159,228,740
HANGAR	117	2295	\$98,893,460
HEALTH CLUB	20	54	\$82,664,890
HEAVY MANUFACTURING	8	62	\$14,558,190
HOME IMPROVEMENT	18	18	\$113,686,030
HOSPITALS	55	240	\$1,987,367,100
HOTEL- HI RISE	62	67	\$802,272,940
HOTEL/MOTEL BUSINESS	183	401	\$70,636,450
HOTEL/MOTEL LO RISE	69	180	\$128,017,100
KWIK LUBE	22	34	\$7,720,700
LIBRARY	16	20	\$46,856,750
LIGHT MANUFACTURING	299	495	\$267,410,760
MEDICAL OFFICE BLDG	514	889	\$940,204,290
MEGA WAREHOUSE DISCOUNT	1	1	\$9,510,660
MINI WAREHOUSE	811	4286	\$681,328,480
NEIGHBORHOOD BANK	331	491	\$291,768,180
NURSING HOME	195	413	\$723,602,060
OFFICE BLDG L/R 1-4S	2419	5664	\$4,458,268,930
OFFICE H-R 5ST	98	140	\$2,062,303,420
OFFICE/WAREHOUSE	439	624	\$863,516,210
PARKING GARAGE/DECK	128	454	\$1,339,513,930
POLICE/FIRE STATIONS	129	228	\$155,135,930
PREFAB AGR STORAGE	3	3	\$557,920
PREFAB WAREHOUSE	3	5	\$355,010
PRIVATE CLUB	25	96	\$58,324,040

RADIO/TV TRANSMITTER BLD	12	67	\$4,062,600
RADIO/TV/ PIC STUDIO	6	8	\$24,837,130
RAIL/BUS/AIR TERMINAL	29	261	\$153,228,510
REGIONAL SHPMALL/CNT	13	61	\$206,053,610
RELIGIOUS	729	1147	\$788,236,760
RESIDENTIAL BARNs	4	11	\$2,254,680
RESORT HOTEL	34	92	\$780,258,840
RESTAURANT	402	787	\$286,309,480
RETAIL MULTI OCCUP	247	357	\$274,740,480
RETAIL SINGLE OCCUP	1111	1472	\$484,404,130
SCHOOL	757	3024	\$2,807,540,590
SERVICE STATION NO BAYS	121	141	\$30,522,400
SERVICE STATION W/BAYS	47	49	\$11,962,570
SFR CONVERT TO COMM	446	657	\$84,783,500
SKATING RINK	3	4	\$5,992,760
SOCIAL/FRATERNAL HALL	93	121	\$37,954,760
STADIUM	2	48	\$52,017,990
STRIP SHOPPING CNTR	988	1318	\$1,075,897,500
SUPER REG SHOPMALL	7	13	\$971,117,190
SUPERMARKET	145	349	\$505,114,130
TECHNICAL MANUFACTURING	40	276	\$263,439,810
TELECOMMUNICATION EQUIPMENT	31	55	\$54,179,050
VETERINARY CLINIC	61	92	\$45,197,240
WAREHOUSE DISCOUNT STORE	9	15	\$60,086,930
WAREHOUSE DISTRIBUTION	214	420	\$660,284,960
WAREHOUSE SINGLE TENANT	2	2	\$758,280
WAREHOUSE STORAGE	4550	15791	\$1,998,645,550
Grand Total	27,113	93,663	\$41,884,404,210

Number & Assessed Values of Residential & Commercial Property at Risk

Deriving an accurate estimate of residential property values at risk from hazards is complicated by multiple factors. However, the Property Appraiser does calculate the estimated cost of reconstruction based upon its knowledge of the building and its construction, as well as estimated costs of construction. This value is provided the RCN (“reconstruction value new”) which is used above.

The methodology used to estimate the value of residential property at risk involved a number of compromises using best available data. Parcel data was extracted from the Property Appraiser database. It was sorted by jurisdiction and hazard boundaries. A derived factor for land values was backed out of loss estimates to concentrate only on improved parcels.

Estimating the Value of Property Contents

Based on analyses of property records, values for residential contents at risk are assumed to be approximately 80% of the appraised value of the structure. Values for commercial contents and inventory at risk are assumed to be 175% of the appraised value of the structure. A countywide summary of property values at risk, including contents, is presented at the end of this Section.

Critical Facilities

For the purpose of the LMS, Critical facilities are defined as any facility that would have a major negative effect on a large percentage of the population of a community. Based on the nature of the service (s) it provides to the community or the negative impact that would occur to that same community if the facility became damaged, destroyed, or non functional. These facilities include but are not limited to law enforcement and fire rescue facilities, schools, government facilities, utility facilities, sea ports and airports, hospitals, and other critical medical facilities, shelters, adult living facilities, etc. [For security reasons and their sensitive nature, critical facility listings are excluded from publicly distributed copies of the LMS plan.](#) A list is maintained by DEM and made available to authorized personnel.

SECTION 3: MITIGATION STRATEGY

3.1 Governmental

Local Mitigation Strategies take into account an abundance of information from the Federal and State levels, as each has their own mitigation strategy as well. For example, the Federal Government has the National Mitigation Strategy, and the State of Florida has the State Hazard Mitigation Plan. Strategies, goals, and objectives from these are very beneficial for local LMS officials to use in the formulation of their own strategies, as they help align the overall mitigation goals with each other, in order to make all communities more resilient after a disaster has occurred.

This section, in part, addresses the following FEMA requirements:

Requirement 44CFR 201.6(c)(2)(i): Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? **(Element R6)**

Requirement 44CFR 201.6(c)(2)(ii): Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? **(Element R7)**

Requirement 44CFR 201.6(c)(2)(ii): Does the Plan address NFIP insured structures within each jurisdiction that have been repetitively damaged by floods? **(Element R9)**

Requirement 44CFR 201.6(c)(3)(i): Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? **(Element S1)**

Requirement 44CFR 201.6(c)(3)(ii) and 201.6(c)(3)(iv): Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? **(Element S4/S5)**

Requirement 44CFR 201.6(c)(4)(ii): Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? **(Element S10/S11)**

3.1.1 Federal

The National Mitigation Strategy has been developed to provide a framework for reducing the exposure of all Americans to the catastrophic losses caused by natural disasters. Federal mitigation action planning is directed toward protecting U.S. citizens by:

- Utilizing the scientific and technical knowledge resulting from the research efforts of the National Institute of Standards and Technology (NIST), and integrating it into local fire and building codes in order to reduce major urban fires and building failures;
- Establishing under the NFIP a national program for floodplain management with strong mitigation provisions to significantly reduce flood losses;
- Developing a national system of emergency management with a coordinated Federal Response Plan to replace the piecemeal approach to recovery after disaster strikes;
- Establishing a National Earthquake Hazards Reduction Program to increase the availability of applied seismic research, develop state seismic hazard reduction programs, and improve training and education on methods to the risk of loss of life and property to earthquakes;
- Establishing a National Hurricane Program to minimize loss of life and property from hurricanes through better property protection, warning and evacuation procedures, and training and education;
- Developing a National Inventory of Dams identifying high-hazard dams and encouraging the development of warning systems and emergency plans for many of these facilities;
- Establishing an effective program of assistance to state and local governments for post-disaster mitigation actions through the Stafford Act's Section 404, HMGP, and under Section 406 in terms of the mitigation of damage to public facilities; and
- Establishing a nationwide program of federal, state, and local preparedness consisting of trained personnel, facilities, equipment, training, and exercises to save lives and protect property through warning, evacuation, shelter, and other post-disaster actions.

In 1986, the United States Congress enacted the Emergency Planning and Community Right-to-Know Act. It imposed upon state and local governments planning and preparedness requirements for emergencies involving the release of hazardous materials. The role of the federal government in response to an emergency involving the release of hazardous materials is to support local and state emergency operations. Activation of the Federal Regional Response Team provides access to federal resources not available at the state and local levels. An on-scene coordinator is designated to manage federal resources and support.

- The national warning and communications center for emergencies involving the release of hazardous materials. It is manned 24 hours a day, and is located at the U.S. Coast Guard headquarters in Washington, D.C.

3.1.2 State

The FDEM, under the Executive Office of the Governor, has primary responsibility in disaster response and mitigation. The FDEM developed the State Enhanced Hazard Mitigation Plan (SHMP) to establish a comprehensive program to effectively and efficiently mobilize and coordinate the state's services and resources to make Florida's communities more resistant to the human and economic impacts of disasters. The SHMP Strategy achieves this purpose through the following goals and objectives:

Goal 1: Implement and effective comprehensive statewide hazard mitigation plan.

- Objective 1.1: Provide training opportunities and encourage staff to pursue professional development.
- Objective 1.2: Pursue methodologies that will enhance mitigation successes.
- Objective 1.3: Integrate mitigation practices throughout all state plans, programs, and policies.

Goal 2: Support local and regional mitigation strategies.

- Objective 2.1: Maintain up-to-date risk assessment information in coordination with local communities.
- Objective 2.2: Assist in integrating hazard mitigation concepts into other local and regional planning efforts such as comprehensive plans, local mitigation strategies, and comprehensive emergency management plans.
- Objective 2.3: Ensure that all communities are aware of available mitigation funding sources and cycles.
- Objective 2.4: Assist in the integration of climate change and sea level rise research into state, local, and regional planning efforts.
- Objective 2.5: Conduct all possible actions to mitigate severe repetitive loss properties.

Goal 3: Increase public and private sector awareness and support for hazard mitigation in Florida

- Objective 3.1: Work with other state and regional entities to incorporate mitigation concepts and information into their outreach efforts.
- Objective 3.2: Educate Florida's private sector about mitigation concepts and opportunities.
- Objective 3.3: Develop and integrate hazard mitigation curriculum into higher education.
- Objective 3.4: Educate state risk management entities on mitigation incentives.
- Objective 3.5: Support hazard mitigation research and development.

Goal 4: Support mitigation initiatives and policies that protect the state's cultural, economic, and natural resources.

- Objective 4.1: Support land acquisition programs that reduce or eliminate potential future losses due to natural hazards and that are compatible with the protection of natural or cultural resources.
- Objective 4.2: Support restoration and conservation of natural resources whenever possible.
- Objective 4.3: Seek mitigation opportunities that reduce economic losses and promote responsible economic growth.
- Objective 4.4: Retrofit existing state-owned facilities.
- Objective 4.5: Participate in climate change and sea level rise research that will further the state and local government's ability to plan for and mitigate the impacts of future vulnerability.
- Objective 4.6: Coordinate effective partnerships between state agencies for floodplain management.

The SHMP provides the FDEM with operational and programmatic guidance to promote the goals and objectives of the nationally based National Mitigation Strategy as coordinated by FEMA.

The FDEM has the lead role in coordinating state resources to support local government unless the scope of the emergency warrants a higher degree of state involvement. This may occur when emergencies involve multi-jurisdictional hazards, when local governments believe the emergency is beyond the capabilities of local resources, or when the Governor determines there is an overriding concern for the safety of the public. For these situations, the Governor can designate the primary responsibility for emergency response to the state by issuing an Executive Order under the provisions of Section 252.36, Florida Statutes (F.S.).

The FDEM is the designated State Watch Office as the notification point in the event of a hazardous materials incident. As such, the FDEM is responsible for receiving notification of an emergency from the County Communications Coordinator (i.e., County Warning Point), and coordinating the request(s) for County support, if requested. The DEM is responsible for assisting LEPC's in providing warnings and instructions to the general public.

The Florida Division of Forestry (DOF) has major responsibility for protecting forest lands and the public from the effects of wildfire. Local fire-rescue departments have primary responsibility for structural fires. They also are the first responders to all fires. If the local fire-rescue department has determined that the wildfire event is beyond its capacity to fight, the local fire-rescue department can request assistance from the DOF. When that occurs, an incident command control is established with state and local fire-rescue departments working together to extinguish the wildfire.

3.1.3 Regional

3.1.3.1 Treasure Coast Regional Planning Council (TCRPC)

The TCRPC was created under Section 186.501, F.S. The TCRPC is multi-county entity encompassing Indian River, Martin, Palm Beach, and St. Lucie counties. It has responsibility for addressing growth management issues that are multi-jurisdictional in scope. This includes working in cooperation with federal and state agencies planning for emergency management issues as described in Section 252.34(4) F.S. The TCRPC provides full-time staffing for the District X LEPC. The LEPC is charged with administering regional compliance with hazardous materials reporting and training laws. Its many initiatives include the State Hazardous Materials Training Task Force; District X Hazardous Materials Emergency Plan; training for emergency first response personnel; hospital and hazardous materials response team needs; public hazardous chemical awareness and reporting seminars; public and private sector hazardous materials emergency exercises; and assisting public and private facilities with chemical emergency preparedness planning.

Section 186.507, F.S. directs regional planning councils to prepare strategic regional policy plans. One of the elements that the plan must address is emergency preparedness. The TCRPC

promotes mitigation initiatives within Section 5.0, Emergency Preparedness, of its “Strategic Regional Policy Plan”. (Appendix B).

- **Strategy 5.1.1** Direct development away from areas most vulnerable to the effects of natural and man-made disasters.
- **Strategy 5.2.1** Utilize land use, transportation, and community planning processes to address vulnerability issues.
- **Strategy 5.3.1** Provide shelter space for residents of areas susceptible to flooding from the effects of hurricanes and other storms.
- **Strategy 5.4.1** Develop the mechanisms necessary to ensure that emergency planning agencies have in-put into the local government decision-making process.
- **Strategy 5.5.1** Initiate disaster preparedness activities which will protect lives and property and reduce evacuation times.
- **Strategy 5.5.2** Establish mechanisms and regulations necessary for post-disaster reconstruction to occur in a consistent manor making future disasters less destructive to life and property.

3.1.3.2 South Florida Water Management District

The creation of the SFWMD along with the four (4) other water management districts were enabled under Section 373.069, F.S. As required under Section 373.036(2), F.S., each district has prepared a district water management plan. The plan provides the overarching vision for the districts.

The key elements of the plans are:

- Environmental protection and enhancement
- Water supply
- Flood protection
- Water quality protection

One of the purposes of the plan is to provide a framework to address issues of water conservation, extreme drought and flooding. The SFWMD administers several programs that achieve hazard mitigation relative to flooding, hurricanes, and drought. The SFWMD operates and maintains the regional drainage system throughout its jurisdictional area. Local drainage systems are operated by a variety of special districts, private property owners, and local governments. The local systems typically convey water from individual projects to the regional system. The SFWMD’s responsibilities for flood protection relate primarily to serving as the regional water conveyance and storage entity. To meet this responsibility the SFWMD maintains an ongoing "Canal Conveyance Capacity" evaluation program. The objectives of the program are:

- To implement a systematic approach to the inspection of all SFWMD canals to determine the need for periodic dredging
- To inspect all canals over a five (5) year period

- To establish standard canal survey criteria
- To develop construction plans and specifications to implement restoration of conveyance to the canals

In addition to private applicants, local units of government involved in building new stormwater systems or retrofitting older ones are required to petition the SFWMD for a surface water management permit approval.

Besides flood control, the SFWMD is responsible for protecting existing water resources from excessive drawdown during periods of drought, and protecting wellfields from contamination. Also, the District administers the "Save Our Rivers" program for the purpose of protecting environmentally sensitive lands. Some of the lands purchased under the program have been situated in the Coastal High Hazard Area (CHHA); thus, in addition to achieving the program's primary goal - the protection of environmentally sensitive resources - the intensity and density of development in CHHAs is reduced.

3.1.4 Local

3.1.4.1 Palm Beach County

The County occupies approximately 1,993 square miles on Florida's southeastern Atlantic coast. It is the second largest county in the state in terms of land area. It has approximately 46 miles of coastal shoreline that fronts the Atlantic Ocean.

The county is the third most populated county in the state. In 2010 the countywide population was listed as 1,320,134 (US Census). That is an increase of nearly 200,000 people from the 2000 census. It is projected that by the year 2020, the population will increase by over another 200,000 to about 1,597,535. The majority of the growth is expected between the coastal ridge and Water Conservation Areas.

Thirty-nine (39) municipalities exist in the County. In terms of population, they vary significantly. The City of West Palm Beach is the largest (110,396) while the City of Westlake (5) is the smallest (see [Table 3.1](#)). There are three (3) urban centers of population along the coast: in south PBC, the Boca Raton/Delray Beach/Boynton Beach area (combined population – 231,593); the West Palm Beach/Lake Worth Beach/Riviera Beach area (combined population – 183,399) in central PBC; and in north PBC, the Palm Beach Gardens/Jupiter area (combined population – 113,979). Two (2) other centers of population exist in the County. One is the Glades agricultural communities of Belle Glade, Pahokee, and South Bay that border on Lake Okeechobee, (combined population – 28,394). This area has unique needs because of its relative physical isolation from the highly urban area along the Atlantic coast. The other area, rapidly urbanizing, is the Royal Palm Beach/Wellington/Greenacres (combined population – 139,030) area. Based upon the estimates provided by the Bureau of Economic and Business Research at the University of Florida, the City of West Palm Beach has experienced the largest population growth amongst the municipalities of PBC, with an estimated growth of 10,053 during the period of 2010 through 2018.

As growth has occurred, and PBC has become more and more urbanized, large portions of the County have experienced shifting land use patterns, moving from rural, agricultural areas to emerging residential communities, industrial and business employment centers. Land in PBC is used for three (3) major purposes: urban uses, agriculture, and protecting environmentally sensitive resource areas (e.g., water conservation areas, Corbett Wildlife Refuge, beach areas). [Table 3.2](#) provides a synopsis of each municipality.

From a hazards perspective, transportation is an important component shaping the overall development pattern. Being a major urban county, the residents and businesses are serviced by many suppliers that depend upon the air, rail, and trucking industries that distribute goods throughout the region. Key major modes of transportation traverse throughout PBC. The area is served by major transportation corridors (e.g., Interstate 95, Florida Turnpike), four (4) rail lines (Florida East Coast Railroad, CSX Railroad, Tri-Rail, and Brightline), the Port of Palm Beach, and Palm Beach International Airport. Brightline is a new high-speed railroad service that currently services West Palm Beach and Fort Lauderdale, but plans to expand from Orlando to Miami. As the area becomes more urban and more congested, the potential for transportation accidents will increase.

Within PBC, the SFWMD operates six (6) major drainage canals: C-18, C-17 (Earman River), C-51 (West Palm Beach Canal), C-16 (Boynton Canal), C-15 canal, and the Hillsboro Canal. Secondary stormwater drainage canals drain into these regional conveyance system drains. Prior to the construction of the extensive SFWMD canal system, flooding was a common occurrence after significant rainfall events, and served as a limiting factor to growth. In addition to providing drainage relief, the regional drainage facilities also benefit the area's water resources. Eastern PBC generally relies upon local rainfall and water stored in Lake Okeechobee and the Water Conservation Areas for its water. The regional SFWMD system can move water from Lake Okeechobee, the Water Conservation Areas, and then to eastern PBC where the water helps supplement local recharge of urban wellfields. The county's connection to the SFWMD regional system makes it less vulnerable to drought conditions than if it depended solely on local supplies. In general, the south County wellfields would be seriously impacted by the loss of recharge from surface water systems.

It is the goal of PBC to protect human life and property by limiting public expenditures in areas subject to destruction by natural disasters (especially within the coastal high hazard area), maintaining and implementing an effective emergency management program, and providing for orderly recovery and redevelopment in a post-disaster period. Toward this end, PBC and its 39 municipalities maintain a series of coordinated, interlinked preparedness and recovery plans including, but not limited to:

Comprehensive Plans at County and municipal levels which focus on environmental resources management, managed avoidance of development in high hazard areas, and responsible post disaster redevelopment;

Comprehensive Emergency Management Plan and Local Emergency Plans, which establishes the framework to ensure that PBC and the municipalities will be adequately prepared to deal with the hazards threatening the lives and property of citizens and details pre and post-disaster hazard mitigation strategies, policies and activities;

Local Mitigation Strategy, which describes county-wide strategies and projects for mitigating the effects of identified vulnerabilities to natural, technological and human caused hazards;

Continuity of Operations Plan, which ensures the continuance of essential governmental functions during any emergency or situation that, might otherwise disrupt normal operations.

Through subcommittees of the Local Mitigation Strategy, these and other plans relevant to the protection of life and property are closely monitored in an effort to ensure their language, policies, procedures, and practices are compatible, consistent, coordinated, and mutually beneficial.

The County and its 39 municipalities participate in a full complement of federal, state, and local mitigation programs and initiatives. Representative of these programs and initiatives are the LMS, CRS, NFIP, FMAP, Community Emergency Response Team, Continuity of Operations, counter-terrorism, radiological emergency preparedness initiatives, and hazardous materials. The collective purpose of these activities is the elimination or mitigation of hazards presenting significant risk to PBC and its residents, with a focus on new and existing buildings and infrastructure.

County , City	April 1 2017 Estimate	Total Change 2010-2017	April 1 2010 Census Inmates	Estimates less Inmates April 1, 2017
Palm Beach County	1,414,144	94,010	1,320,134	2,898
Atlantis	2,024	19	2,005	0
Belle Glade	17,290	-177	17,467	0
Boca Raton	91,797	7,405	84,392	0
Bovnton Beach	73,992	5,775	68,217	0
Brinv Breezes	422	-179	601	0
Cloud Lake	139	4	135	0
Delrav Beach	65,804	5,282	60,522	0
Glen Ridde	227	8	219	0
Golf	258	6	252	0
Greenacres	39,770	2,197	37,573	0
Gulf Stream	1,001	215	786	0
Haverhill	2,063	190	1,873	0
Highland Beach	3,609	70	3,539	0
Hvooluxo	2,725	137	2,588	0
Juno Beach	3,400	224	3,176	0
Jupiter	61,388	6,232	55,156	0
Jupiter Inlet Colonv	407	7	400	0
Lake Clarke Shores	3,409	33	3,376	0
Lake Park	8,784	629	8,155	0
Lake Worth	37,946	3,036	34,910	0
Lantana	10,797	374	10,423	24
Loxahatchee Groves	3,321	141	3,180	0
Manalapan	421	15	406	0
Mangonia Park	2,033	145	1,888	0
North Palm Beach	12,574	559	12,015	0
Ocean Ridde	1,812	26	1,786	0
Pahokee	5,889	240	5,649	355
Palm Beach*	8,291	130	8,161	0
Palm Beach Gardens*	52,591	4,151	48,440	0
Palm Beach Shores	1,200	58	1,142	0
Palm Sprines	23,250	4,322	18,928	0
Riviera Beach	35,057	2,569	32,488	0
Royal Palm Beach	37,485	3,345	34,140	0
South Bav	5,215	339	4,876	1,934
South Palm Beach*	1,400	42	1,358	0
Tequesta	5,731	102	5,629	0
Wellington	61,775	5,267	56,508	0
Westlake****	5	5	0	0
West Palm Beach*	110,396	10,053	100,343	246
UNINCORPORATED*	618,446	31,014	587,432	339

*Source: Bureau of Economic and Business Research, University of Florida

Figure 3.1: PBC Population Estimates as of April 1, 2017

<i>Municipality</i>	<i>Location</i>	<i>Urban/Rural</i>	<i>Community Character (Residential/Working/ Retirement)</i>	<i>Percent Built Out</i>	<i>Source Year</i>	<i>Economic Base (Agricultural/Business/Industrial/ Residential/Retirement)</i>
Atlantis	Inland	Urban	Residential	NI		Residential/Retirement
Belle Glade	Lakefront	Rural	Working	75	89	Agricultural
Boca Raton	Coastal	Urban	Working	97	2014	Business/Residential
Boynton Beach	Coastal	Urban	Residential	NI		Business/Residential
Briny Breezes	Coastal	Urban	Retirement	100	89	Retirement
Cloud Lake	Inland	Urban	Residential	94	89	Retirement/Residential
Delray Beach	Coastal	Urban	Residential/Working	98.9	08	Business
Glen Ridge	Inland	Urban	Residential	86.3	89	Residential/Commercial
Golf	Inland	Urban	Residential	NI		Residential
Greenacres	Inland	Urban	Residential	97	06	Residential/Commercial
Gulfstream	Coastal	Urban	Residential	NI		Residential
Haverhill	Inland	Rural/Urban	Residential	96	89	Residential/Commercial
Highland Beach	Coastal	Urban	Residential/ Retirement	98	08	Residential/Retirement
Hypoluxo	Coastal	Urban	Residential	NI		Retirement
Juno Beach	Coastal	Urban	Residential	90	2014	Residential/Commercial
Jupiter	Coastal	Urban	Residential/Working	90	2014	Business/Residential
Jupiter Inlet Colony	Coastal	Urban	Residential	99	08	Residential/Retirement
Lake Clark Shores	Inland	Urban	Residential	96	2014	Residential/Commercial
Lake Park	Coastal	Urban	Working	95	08	Business
Lake Worth Beach	Coastal	Urban	Residential	NI		Commercial
Lantana	Coastal	Urban	Residential	NI		Residential/Commercial

Loxahatchee Groves	Inland	Rural	Residential	NI	09	Residential
Manalapan	Coastal	Urban	Residential	NI		Residential
Mangonia Park	Inland	Urban	Working	85	2014	Working/Residential
North Palm Beach	Coastal	Urban	Residential	98	89	Residential/Commercial
Ocean Ridge	Coastal	Urban	Residential	NI		Residential/Retirement
Pahokee	Lakefront	Rural	Working	NI		Agricultural
Palm Beach	Coastal	Urban	Residential	97	2014	Residential/Commercial
Palm Beach Gardens	Inland	Urban/Rural	Residential/Working	95%	2014	Agricultural/Business
Palm Beach Shores	Coastal	Urban	Residential	NI		Residential/Retirement
Palm Springs	Inland	Urban	Residential	96	2014	Residential/Commercial
Riviera Beach	Coastal	Urban	Working	94		Industrial
Royal Palm Beach	Inland	Urban	Residential	90		Business/Industrial/Residential
South Bay	Inland	Rural	Residential/Working	91	89	Agricultural/Industrial
South Palm Beach	Coastal	Urban	Residential	100	89	Residential/Retirement
Tequesta	Coastal	Urban	Residential	95	89	Residential/Retirement
Wellington	Inland	Urban	Residential	NI		Residential
Westlake	Inland	Rural	Residential	1	2017	Residential
West Palm Beach	Coastal	Urban	Residential	NI		Business

Figure 3.2: Characterization of the municipalities in PBC.

County Agencies with Key Roles in Mitigation

Within the existing county organizational structure, there are a number of departments that play key roles in hazard mitigation. They are as follows:

Public Safety Department (PSD). The PSD is composed of six (6) divisions: DEM, Animal Care & Control Division, Consumer Affairs Division, 9-1-1 Technical Services Division, Victim Services Division, and Justice Services Division. During emergency events (e.g., hurricanes), the DEM has the lead role in coordinating the resources and key agencies, non-profits, and private sector entities involved in the emergency situation.

Department of Planning, Zoning & Building (PZ&B). The PZ&B is comprised of three (3) divisions: Planning, Zoning and Building. The PZ&B has primary responsibility for administering the PBC Comprehensive Plan, and appraising and updating it from time to time. In addition to its long-range planning role, PZ&B is responsible for processing development petitions (i.e., rezoning petitions, site plans). The Building Division issues and oversees compliance with all building permits. The Zoning Division administers the Zoning Ordinance and Lot Clearing Ordinance. The County also issues building permits for one (1) municipality Gulf Stream.

Department of Environmental Resource Management (ERM). The ERM is involved in the evaluation and assessment of environmental projects (e.g., shoreline stabilization projects, beach erosion initiatives), and administering various environmental ordinances (i.e., Irrigation & Water Conservation, Sea Turtle Protection/Sand Preservation Ordinance, Stormwater Pollution Prevention, Vegetation Protection and Preservation, Turnpike Wellfield Protection). To mitigate erosion and enhance and restore the beaches and dunes along its coastal shorelines, the County has developed a Shoreline Protection Plan. The County avoids the use of shoreline armoring (except as a measure of last resort). Preferred alternatives include beach nourishment, dune restoration, and inlet sand transfer.

Facilities Development and Operation (FD&O). This department is responsible for the development of County buildings including siting, real estate, design and construction, and operations of the facilities. The department is responsible for overseeing the construction of capital projects as well as the long-term maintenance of County facilities (e.g., emergency management operations center).

Engineering and Public Works Department (EPWD). The EPWD is responsible for project design and construction of roads and bridges and street improvements (includes stormwater drainage facilities), and vehicular and pedestrian traffic control, as well as the maintenance of the facilities.

PBC Fire Rescue (PBCFR). Palm Beach County Fire Rescue provides fire suppression, emergency medical services, fire prevention, and community education programs throughout PBC. The department not only serves the unincorporated County, but 19 municipalities. They include: Belle Glade, Cloud Lake, Glen Ridge, Haverhill, Juno Beach, Jupiter, Lake Clarke

Shores, Lake Park, Lake Worth Beach, Lantana, Loxahatchee Groves, Manalapan, Pahokee, Palm Springs, Royal Palm Beach, South Bay, South Palm Beach, Wellington, and Westlake. The County also provides fire-rescue dispatch service to 13 municipalities. Besides emergency services, the Department provides other types of services. The Bureau of Safety Services is responsible for ensuring that buildings comply with appropriate fire codes. The department also offers public education programs which focus on fire safety guidelines for schools, community groups, and individuals. In addition, the department has responsibility for coordination of fire protection, hazardous materials mitigation, and advance life support services.

Palm Beach County Sheriff's Office (PBSO). Besides their responsibilities for crowd and traffic control during emergency events such as hazardous waste truck spills, the Sheriff's Department is responsible for enforcing PBC's dumping ordinance.

Mitigation Policies and Ordinances

Policy Plans. The two (2) key policy plans that address issues related to natural and technological hazards include: the County Comprehensive Plan and the County Comprehensive Emergency Management Plan. They are described, briefly below.

- County Comprehensive Plan

The County's Comprehensive Plan provides the framework for future development within the unincorporated area, and provides mechanisms and standards through which changes could occur. The directives include implementing County-wide growth management strategies while providing the opportunities for flexibility that recognize and maintain the diversity of lifestyles. The Comprehensive Plan contains the nine (9) required plan elements, as set out in Section 163.3177, F.S. They include: Conservation, Coastal Management, Utilities (i.e., potable water, sanitary sewer, stormwater management, solid waste, and natural aquifer recharge), Future Land Use, Housing, Recreation and Open Space, Transportation, Intergovernmental Coordination, and Capital Improvement. In addition, the County has added several optional elements to the Comprehensive Plan. This plan addresses: Library Services, Public School Facilities, Historic Preservation, Fire-Rescue Services, Health and Human Services. Hazard Mitigation is addressed in the Conservation and Coastal Management Elements. A listing of relevant hazard mitigation objectives and policies for PBC is located in Appendix B.

Mitigation of natural hazards such as flooding, hurricanes, drought, and beach erosion is a focus of the Coastal Management Element in the Comprehensive Plan. Technological and societal hazards are also addressed in the plan Coastal Management Element.

Effective October 25, 2002 by Ordinance 2002-51, PBC's Comprehensive Plan contains specific language which recognizes, concurs with, and links the County's LMS objectives, processes, and project prioritization criteria with capital

improvement and coastal management policies and priorities. Key references can be found in Policy 1.4 of the Capital Improvement Element; and Section 2, Objective 2.4 and Policies 2.4-e and 3.1-c of the Coastal Management Element. By virtue of their intended purpose to mitigate public hazards, projects carried on the LMS Prioritized Project List are considered to meet the County’s standards for categorization as “Essential.” The Comprehensive Plan also recognizes that the governing body of the LMS program shall comprise representatives assigned by each of the 39 municipalities and PBC and be governed by appropriate policies, procedures and/or either interlocal agreements or resolutions.

Appendix B

Conservation Element: Policy 1.3-e: The County shall pursue opportunities, such as State Hazard Mitigation Grant Funding, to preserve lands for natural resources (i.e. beaches and dunes, native vegetation, wetlands and barrier islands). A benefit of preserving lands for natural resources is hazard mitigation aimed at protecting development from natural disasters.

Coastal Management Element: Policy 2.5-d: The County shall continue to enforce regulations and codes, which provide for hazard mitigation. These include land use, building construction, flood elevation, septic and sanitary sewer, coastal construction setback, and stormwater facility regulations. These regulations shall also be applied to eliminate unsafe conditions and inappropriate uses.

Coastal Management Element: Policy 2.5-e: The County shall, pursuant to the Comprehensive Emergency Management Plan, continue recommended hazard mitigation activities, including land development regulations and construction law administration. Post-disaster recommendations contained in Hazard Mitigation Plans shall be incorporated to avoid future destruction and loss of life.

- Comprehensive Emergency Management Plan (CEMP)

The BCC has adopted the CEMP. It is an operations-oriented document that establishes the framework for effective management of emergencies and disasters for PBC. The CEMP addresses a broad range of hazards. They include:

- Severe Weather
- Flooding
- Fire
- Agricultural Pests and Diseases
- Hazardous Materials
- Nuclear Power Plant
- Dike Failure
- Domestic Security
- Mass Migration
- Communicable Diseases

- Transportation
- Workplace/School Violence

The CEMP addresses evacuation in terms of local and regional evacuation, public shelter, disaster response and recovery, rapid deployment of resources, communications and warning systems, training exercises, and agency responsibilities. These responsibilities constitute Emergency Support Functions (ESF). Each ESF is headed by a lead agency which has been selected based on its authorities, resources, and capabilities in the functional area. The ESFs serves as the primary mechanism through which outside assistance to PBC is coordinated.

In the Mitigation section of the CEMP, there is extensive language stating the objectives and details of the Local Mitigation Strategy. The mitigation techniques within the two (2) plans include projects, policies, or programs which will reduce, eliminate, or alleviate damage caused by disasters. Moreover, the CEMP and the LMS work collectively to improve the community's resistance to damage from known natural, technological, and human caused hazards.

Ordinances. Hazard-related ordinances are administered primarily by the PZ&B, ERM, or Fire-Rescue departments. The list of relevant ordinances includes:

- Irrigation & Water Conservation
- Sea Turtle Protection/Sand Preservation
- Stormwater Pollution Prevention
- Countywide Wellfield Protection
- Turnpike Wellfield Protection
- Lot Clearing
- Zoning
- Building Code
- Fire Prevention Code
- Vegetation Protection and Preservation

County Mitigation Plans, Programs, Projects/Initiatives

There are a number of projects and initiatives PBC has implemented to mitigate potential damage resulting from various hazards.

The County has also made a statement of the importance of hazard mitigation, by incorporating within its Comprehensive Growth Management Plan policy statements regarding the development of a county-wide Local Mitigation Strategy. In addition to its CEMP, there are special hazard plans that apply to unique situations. They address hazards such as coastal oil spills, hazardous materials, and airport safety. In addition, in a county that experiences substantial development each year, Fire-Rescue actively participates on the County development review committee. The Fire-Rescue staff reviews and comments on whether there is adequate

access to buildings by both personnel and apparatus, and whether there is adequate vehicle ingress and egress.

The Fire-Rescue Department has a significant role relative to hazardous materials. Fire-Rescue staff pre-identifies hazardous chemical waste facilities and pre-plans emergency response. In addition, staff works with the facility managers by assisting in writing their emergency operations/evacuation plans.

Also, as many other counties have done since Hurricane Andrew, PBC has upgraded its building code. It requires that all structures be able to withstand 110 mph wind load. The code now requires a finished floor elevation at six (6) inches above minimum 100-year flood level. The County's building code also requires corrosion resistant hurricane clips, water resistant adhesives for shingles, and trusses manufactured in accordance with local wind models. Unlike many counties in Florida, PBC also requires shutters for all new single family homes, and glazing of exterior windows to achieve impact resistance from windborne debris.

Another mitigation activity of Fire-Rescue involves pre-planning for hurricanes. This involves identifying "target hazards." These are buildings/developments that are highly vulnerable to damage during a hurricane. In pre-storm stage, Fire-Rescue personnel identify residents that did NOT evacuate, and where they live in the event Fire-Rescue staff has to search for individuals following the storm event.

All fire stations have been fitted with shutters and have emergency generator and LP gas power sources. Also, all new facilities are being built to updated standards and have fire sprinkler/alarms.

National Flood Insurance Program (NFIP)

The function of NFIP is to provide flood insurance to homes and businesses located in floodplains at a reasonable cost, and to encourage the location of new development away from the floodplain. The program is based upon mapping areas of flood risk, and requiring local implementation to reduce that risk, primarily through guidance of new development in floodplains.

Congress created the NFIP in 1968 to minimize response and recovery costs and to reduce the loss of life and damage to property caused by flooding. FEMA administers the NFIP. The two fundamental objectives of NFIP are to:

1. Ensure that new buildings will be free from flood damage; and
2. Prevent new developments from increasing flood damage to existing properties.

The primary benefits of the NFIP are to:

1. Provide flood insurance coverage not generally available in the private market;
2. Stimulate local floodplain management to guide future development;

3. Emphasize less costly nonstructural flood control regulatory measures over structural measures;
4. Reduce costs to the federal and state governments by shifting the burden from the general taxpayer to floodplain occupants.

The County and its 39 municipalities participate in the NFIP (Appendix J). In return for NFIP making flood insurance available to property owners, the County and municipalities are required to adopt ordinances to manage development within 100-year floodplains to prevent increased flooding and minimize future flood damage. Palm Beach County Flood Insurance Rate Maps, published by the FEMA and updated in 2017 are used as the basis for delineating the 100-year floodplain and identifying regulated land.

Flood Damage Prevention Ordinances

The County's Flood Damage Prevention Ordinance, covering the unincorporated areas of the County, can be accessed through the DEM's website (<http://discover.pbcgov.org/publicsafety/dem/Publications/Flood-Damage-Ordinance-Article-18.pdf#search=flood%20prevention>). Municipal residents should contact their respective building department officials to determine what requirements are in effect for their jurisdictions.

Floodplain Permitting

The NFIP requires participating counties and municipalities to issue permits for all development in the 100-year floodplain. Development is broadly defined by NFIP to include any man-made change to land, including grading, filling, dredging, extraction, storage, subdivision of land, as well as the construction or improvement of structures. Proposed development must not increase flooding or create a dangerous situation during flooding, especially on neighboring properties. If a structure is involved, it must be constructed to minimize damage during flooding. Permitting officials work with applicants to discourage development in the floodplain wherever possible, but when unavoidable, the effects of development must be minimized.

The permitting review process is a requirement for continued community participation in the NFIP. Violations can not only jeopardize a community's standing in the NFIP; moreover, they can impact the ability of residents to obtain flood insurance. Residents witnessing development occurring without permits are asked to protect their rights by reporting violators to the local permit office.

Map Modernization Program

The County is an active participant in the Map Modernization Program. Since September 2000, PBC and its 39 municipalities have been working with FEMA, their contract consultants, local engineering agencies, the SFWMD, and the County's contract consultant in the development of a complete new set of FIRM maps. The data provided to FEMA's contractor included new accurate Light Detection and Ranging (LIDAR) developed elevation data obtained from the U.S. Army Corps of Engineers and from a PBC contract with Florida International University.

As of October 5, 2017, that complete set of new FIRM maps for all of PBC has been put into effect. The coordination process established between all of the agencies listed above will continue to provide for faster coordination of future changes with FEMA, to ensure continued improvement in the currency and accuracy of the FIRMs.

Community Rating System (CRS)

In 1991, the NFIP implemented the CRS for encouraging and recognizing community flood plain management activities that “exceed” these minimum NFIP standards. Today more than 900 communities across the nation participate in CRS, including PBC and most of its municipalities. The County joined the CRS program in October of 1991.

As an incentive and reward for participation, the flood insurance rates of residents in CRS communities may be reduced by up to 45% to reflect the reduced flood risk resulting from activities that meet CRS’s three (3) goals: reducing flood losses, facilitating accurate insurance ratings, and promoting the awareness of flood insurance.

Communities can earn points in creditable activity areas grouped into four (4) areas of emphasis: promoting public awareness, reduction of flood damage, improved mapping and regulations; and enhanced flood preparedness. Based on the number of points earned, each CRS community is ranked in one of ten (10) classes (with Class 1 requiring the most points). In turn, a community’s class rating determines the amount of flood premium reduction its residents are eligible to receive. Communities are encouraged to improve their class ratings. Property owners residing within a Special Flood Hazard Area, an area subject to the 1 % chance a year, may qualify for anywhere between 5% and 45% discount. Property owners outside the Special Flood Hazard Area qualify for a standard discount of 5%. The County strongly encourages all of its communities to take part in the CRS program.

The County and its CRS participating municipalities track repetitive loss properties county-wide on an ongoing basis using information gathered annually from FEMA and state Focus reports. For analysis, LMS GIS maps and databases are updated using these inputs to reflect repetitive loss property locations relative to historical flood areas and designated Special Flood Hazard Areas.

In accordance with CRS guidelines, letters are mailed annually to repetitive loss property owners by the County and municipalities explaining NFIP program benefits, the availability of mitigation assistance funding through the FMAP and other mitigation assistance programs. Repetitive loss properties are an ongoing discussion and planning priority for the LMS. These Committees, comprised of public and private sector representatives, are encouraged to develop and promote mitigation project ideas and strategies.

Table 3.1 outlines the communities involved in the CRS program. All the communities involved in the CRS program have program activities that follow the same strategies. The County’s CRS program activities overlap and are inextricably interlinked with the activities of the LMS

program. While the objectives of the CRS program are many, its key strategic objectives include:

1. Heightening public awareness of flood threats in PBC
2. Discouraging/managing development in flood plains
3. Minimizing flood losses in the community
4. Mitigating to eliminate repetitive loss properties
5. Ensuring residents have access to the most cost affordable flood insurance possible

Some of these goals were met through the Education and Outreach Subcommittee formed during the development of the PBC Local Mitigation Strategy. Today, a countywide CRS committee's purpose is to provide information to the community and involve the community in mitigation efforts. The countywide CRS Committee has been organized and adopted by PBC as a Program for Public Information. One major effort of this committee has been to encourage countywide participation in the CRS program by providing technical assistance to communities wishing to enter the CRS program, and assisting those communities already participating in the CRS program to improve their CRS ratings. Most communities in PBC are already participants in the program.

These objectives are met by encompassing County and municipal plans and programs including FMA, CRS, CEMP, Comprehensive Plan, Capital Improvement Plan and the LMS. All have the objective to ensure the successful mitigation activities to reduce repetitive loss properties throughout the County and its municipalities.

Outreach & Education

The LMS administers and otherwise supports a range of community Outreach and Education initiatives. Detailed descriptions of these activities and initiatives are contained in the County's Multi Year Training and Exercise Plan, Comprehensive Emergency Management Plan, the Five (5) Year Strategic Plan, documentation associated with Community Rating System recertification, DEM website, etc. Outreach activities take many forms, including (but not limited to): presentations, workshops, courses, multilingual brochures, flyers, websites, media releases, plans, telephone directory postings, mailings and inserts, expos, on-site briefings, special websites and website postings, and library holdings. Many of these activities are done in cooperation with private-public partners and sponsors.

Another significant part of mitigation outreach education are the community outreach presentations that are conducted throughout the Palm Beach Community. These presentations provide municipalities, schools, neighborhood associations, non for profit organizations, and residents information on mitigation, mitigation projects, disaster preparedness, and hazards that may affect the County. More than 100 presentations are conducted each year.

As part of its participation in the Community Rating System program, the County maintains a collaborative Outreach Project Strategy Program under a PPI, which encompasses a number of major outreach activities which are updated and reported to the Insurance Services Office as part of the annual recertification process.

A representative listing of some of the more significant outreach and education activities includes:

- Annual publication of a Hurricane & Flood Survival Guide (3 languages)
- Annual Hurricane & Flood Awareness Expo(s)
- Preparation/distribution of hazard and audience-specific brochures
- Business preparedness and post-disaster needs posting websites
- Business disaster planning guide - CD
- Flood Information website
- Emergency Information website
- Social Media (Twitter/FaceBook)
- LMS meetings open to the public
- Library holdings through the County Library System
- Special programs for association represented communities
- On-site presentations, structural evaluations, and planning assistance for special-interest groups such as home owner associations, property management firms, businesses, churches & synagogues, public gathering facilities, etc.
- Participation in numerous fairs and expos hosted by public and private sector groups
- Course offerings (certified and not) on safety and preparedness topics
- Participation as presenters/instructors at the National and Governor's hurricane conferences
- Published articles, papers

Most of the activities above are provided on an ongoing or seasonal basis. Details of most activities are documented in one or more of the following forms: in program specific reports, recertification packages, post-activity reports, monthly status reports, and in plan updates. The County and municipal jurisdictions maintain and distribute government and not-for-profit publications as appropriate. Lists of most distributed and held government and not-for-profit publications are contained in PBC's CEMP and relevant Community Rating System documentation.

Flood Mitigation Assistance Program (FMAP)

The FMAP is an NFIP initiative administered by the FDEM to help communities identify and implement measures to reduce or eliminate the long-term risk of flood damage to homes and other structures insurable under the NFIP.

Presently PBC offers the program on a limited basis to owners of "repetitive flood loss" properties based on the availability of federal and state funds and the availability of local resources to administer the program. The program provides homeowners with reasonable, cost-effective hazard mitigation options and potential public and private financing alternatives. The FEMA contributes 75% of eligible mitigation costs. The remaining 25% must come from non-federal sources. The homeowner must contribute at least 12.5%. However at the present time, PBC requires the homeowner to contribute the full non-federal share.

Examples of flood mitigation projects that might qualify for FMA funding assistance include:

- Elevation of flood prone structures
- Relocation of flood prone structures
- Demolition (with or without rebuilding at higher elevation)
- Acquisition
- Various flood proofing measures.

Information and support is provided in a variety of forms to potential FMA applicants to assist them in developing projects and preparing application packages. Through the County's LMS committee structure, the Hazard Vulnerability Analysis Subcommittee, as well as FDEM, is available to offer technical and administrative guidance and assistance to applicants, including assistance with benefit-cost computations.

Table 3.1

Summary of repetitive loss properties by local government and Community Rating System (CRS)

Community Number	Community Name	Number of Repetitive Loss Properties	Number of Claimed Repetitive Losses	CRS Rating	% Reduction in NFIP Rates
120192	PBC - Unincorporated	74	175	5	25%
120193	City of Atlantis	1	2	7	15%
000000	City of Belle Glade	0	0	NP	0%
120195	City of Boca Raton	10	22	8	10%
120196	City of Boynton Beach	18	44	7	15%
000000	Town of Briny Breezes	0	0	NP	0%
120198	Town of Cloud Lake	1	2	6	20%
125102	City of Delray Beach	16	39	8	10%
120200	Town of Glen Ridge	0	0	10	0%
000000	Village of Golf	0	0	NP	0%
000000	City of Greenacres	0	0	9	0%
125109	Town of Gulf Stream	3	7	10	0%
120205	Town of Haverhill	1	4	NP	0%

Community Number	Community Name	Number of Repetitive Loss Properties	Number of Claimed Repetitive Losses	CRS Rating	% Reduction in NFIP Rates
125111	Town of Highland Beach	0	0	10	0%
120207	Town of Hypoluxo	0	0	8	10%
120208	Town of Juno Beach	4	10	5	25%
125119	Town of Jupiter	13	39	5	25%
120162	Town of Jupiter Inlet Colony	0	0	NP	0%
120211	Town of Lake Clark Shores	0	0	8	10%
120212	Town of Lake Park	2	4	8	10%
120213	City of Lake Worth Beach	12	30	8	10%
120214	City of Lantana	6	21	9	5%
000000	Loxahatchee Groves	0	0	NP	0%
120215	Town of Manalapan	3	9	8	10%
120216	Town of Mangonia Park	2	11	10	0%
120217	Village of North Palm Beach	2	4	7	15%

Community Number	Community Name	Number of Repetitive Loss Properties	Number of Claimed Repetitive Losses	CRS Rating	% Reduction in NFIP Rates
125134	Town of Ocean Ridge	16	39	7	15%
120219	City of Pahokee	1	2	NP	0%
120220	Town of Palm Beach	90	264	7	15%
120221	City of Palm Beach Gardens	6	13	10	0%
125137	Town of Palm Beach Shores	2	5	8	10%
120223	Village of Palm Springs	10	24	8	10%
125142	City of Riviera Beach	10	22	9	5%
000000	Village of Royal Palm Beach	0	0	NP	0%
000000	City of South Bay	0	0	NP	0%
120227	City of South Palm Beach	1	5	9	5%
120228	Village of Tequesta	2	5	7	15%
125157	Village of Wellington	2	4	6	20%
000000	City of Westlake	0	0	NP	0%
120229	City of West Palm Beach	29	77	6	20%

• Based on the FEMA Florida Repetitive Loss List • NP Non-Participant in the CRS Program

Elevation of New and Substantially Improved Structures

Damage to “new” and “substantially improved” floodplain structures is minimized by elevating the lowest floor of occupied areas a specified amount above the 100-year flood elevation. Substantially improved structures are those where the cost of reconstruction, rehabilitation, additions or other improvements equals or exceeds 50% of the building’s market value. Substantially improved structures are subject to the same elevation standards as new structures. Check with your local permit office for specific requirements in your jurisdiction.

Elevation Certificates

To verify that a building has been properly elevated, building officials require the completion of an Elevation Certificate by a professional engineer or surveyor. After the lowest floor is in place, its elevation above sea level is determined by a survey. The Elevation Certificate is part of the permit record and must be submitted before the building may be occupied.

Further information on the requirements for floodplain development, the permitting process and Elevation Certificates can be obtained from your local permit office.

Documented Repetitive Losses

The County adheres to FEMA’s definition of repetitive loss properties, that is, properties whose owners have received payment for more than one (1) claim within a 10-year period of their flood insurance policies as recorded by the NFIP. [Table 3.1](#) summarizes the repetitive losses from PBC and the incorporated areas. Also, present data on each community’s CRS score indicates the percent reduction in National Flood Insurance rates each community’s residents receive if they participate actively in the CRS program. Appendix H contains repetitive loss properties and evaluates its continued vulnerability to flooding damage.

Currently, FEMA records accounted for 337 registered repetitive loss properties within unincorporated PBC and its jurisdictions as of December 31, 2017. The number has grown steadily with the increased tropical activity and extraordinary rain events the County has experienced. A significant percentage of these repetitive loss properties lie outside PBC’s recognized special flood hazard areas.

The PBC LMS’s goal is to reduce the number of repetitive loss properties throughout the County and prevent new properties from being added to the list. The County takes great strides in trying to reduce and prevent repetitive loss properties. The County takes part in various programs to reduce and prevent repetitive losses such as FMA and CRS as demonstrated above. The LMS also has various plans incorporated into it to ensure it correlates with the other objectives throughout the County and its jurisdictions. The LMS is referenced throughout the Mitigation section of the Comprehensive Emergency Management Plan as the guiding source for mitigation activities pre and post disasters. Also, the Capital Improvement Plans reflect mitigation objectives to prevent repetitive loss properties.

Since its inception, PBC's LMS has placed a major emphasis on drainage improvement projects as a major flood mitigation strategy. Indeed, drainage improvement projects have had a predominant representation on the LMS prioritized project list. Some large-scale drainage improvement projects, perceived to be beyond the threshold for funding assistance applications, have historically been handled locally by Capital Improvement Plans rather than through the LMS. The LMS drainage projects are often coordinated with larger self-funded community drainage improvement projects.

Drainage improvement projects; however, are often not the answer for isolated repetitive flood loss properties. Increasingly, the LMS has been moving toward a more comprehensive program of mitigation directed at repetitive loss problems.

The County's network of CRS communities provides an excellent mechanism for identifying repetitive flood loss properties and coordinating comprehensive activities to launch mitigation initiatives. The LMS program not only provides the strategic guidance necessary to coordinating flood mitigation initiatives, it also helps in translating those strategies into viable flood mitigation projects. The final component in PBC's multi-program strategy is participation in the FMAP.

Mitigation Projects to Repetitive Loss Properties

The County first submitted project applications for FMAP assistance in 1999. It was not until 2002 that the initial two (2) projects were approved for FMAP funding. The projects were completed in 2003. These projects provided all jurisdictions an opportunity to learn about the program and information that would be useful in planning their own programs. These two (2) completed projects have been successful since two (2) properties have been taken off the repetitive loss properties list.

Project #1 - Elevation Project

The first project involved a home in the unincorporated area of PBC referred to as "The Acreage." The property has amassed four (4) insurance losses since 1988 despite, the fact that the property does not reside in Special Flood Hazard Area.

The elevation involved raising a slab on grade structure with the slab intact and placing it on extended foundation walls. A series of coordinated hydraulic jacks were used to achieve the target elevation above the base flood elevation. Openings for equalization of flood forces were included per FEMA specifications.

Project #2 – Flood Wall Project

The second FMAP project involved a multiple flood loss property located in a residential community in the Lake Park area. The property did not suffer from flood water build up. Instead, flood water runoff from neighboring properties tended to enter the slab at grade level structure, flowing through the house before exiting to lower elevations on the opposite side of the home. The project involved a combination of mitigation measures, including construction of a

deflection wall, creation of swales, and the installation of improved drainage systems. These measures permit flood water runoff to be redirected around the structure rather than through it. These projects served two important purposes. They gave the county's CRS participating communities opportunity to observe and learn about the requirements and procedures of the FMAP and what will be required to organize and manage their local initiatives. They also provided lessons learned that will be valuable in developing a model for County jurisdictions and residents seeking FMA assistance.

3.1.4.2 Municipalities

Within PBC, there are 39 municipalities (see [Table 3.1](#)). There is wide variation among the jurisdictions in terms of community character. Community character is shaped by factors such as land use mix, density, size of population, and location (e.g., on the Atlantic Ocean, adjacent to Lake Okeechobee, inland). Due to the differences, it is not unusual for local governments to have different perspectives relative to the significance various hazards have on their community. Certainly there are hazards that all jurisdictions, regardless of the community character, have concern over such as flooding, hurricanes, tornadoes. In agricultural communities like Pahokee, South Bay and/or Belle Glade, agricultural pests, freezes, and drought are more likely to be of greater concern, while in communities bordering the Atlantic Ocean (e.g., Ocean Ridge, Palm Beach, and Jupiter), hazards such as beach erosion and shoreline stabilization generate considerable concern among the residents.

The information in the section below was reviewed, inserted, and agreed upon by PBC and its participating jurisdictions as a way to demonstrate examples of how mitigation has been incorporated for each jurisdiction within the scope of the PBC Unified Local Mitigation Strategy.

[Figure 3.2](#) delineates the location, type, community character, economic base, and degree to which each of the participating municipalities within PBC is "built-out" at the present time. The following defines the headings displayed in the table:

- Location
 - Coastal - Municipality borders on the Atlantic Ocean
 - Inland - Municipality does not border on the Atlantic Ocean or Lake Okeechobee
 - Lakefront - Municipality borders on Lake Okeechobee
- Urban/Rural
 - Urban - Area characterized by activities predominantly based on the manufacture, production, distribution, or provision of goods and services in a setting which typically includes residential and nonresidential development uses other than those which are characteristic of rural areas
 - Rural - Areas characterized by activities which are largely based on agricultural uses or the extraction of natural resources, or areas containing large proportions of undeveloped, unimproved, or low density property
- Community Character
 - Residential - Land use is primarily for housing
 - Retirement - Land use is primarily for adult housing communities

Working - Land use is primarily connected with the sale, rental, and distribution of products or performance of services

- Percent Built Out
- Economic Base

Agricultural - Main source of income is activities within land areas which are predominantly used for the cultivation of crops and livestock

Business - Main source of income is primarily connected with the sale, rental, and distribution of products or performance of services

Industrial - Main source of income is activities predominantly connected with manufacturing, assembly, processing, or storage of products

Residential/Retirement - Main source of income is primarily connected with real estate.

Listing of Municipal Agencies

The organizational structure of each municipality in the County differs in terms of organizational complexity and functional responsibility. A city like West Palm Beach (population – 110,396) has an organizational structure that is considerably more complex than some of the smaller communities like Atlantis, Cloud Lake, or Jupiter Inlet Colony.

The following is a brief discussion of typical agencies within the municipal organizational structure having hazard mitigation functional responsibilities.

Emergency Management. Emergency management responsibilities generally fall within the purview of public safety, fire, and/or police departments. West Palm Beach is one of the few municipalities that have a staff person whose sole responsibility is emergency management. It is not unusual in many cities that emergency management is an individual's secondary responsibility. During emergency events, such as hurricanes, each local government has an "executive group" (e.g., Mayor, city manager, police chief, fire chief) which coordinates the city's efforts with the County Division of Emergency Management.

Planning. The larger jurisdictions such as West Palm Beach, Boca Raton, Jupiter, Boynton Beach, Delray Beach, and Palm Beach Gardens operate planning departments with professional staffs. Some of the smaller jurisdictions have single-person staffs, while the smallest assign those duties to a lay planning and zoning board and provide staff support by a building official or comparable staff person. The community development departments review zoning petitions, site plans, and other development orders (e.g., variances and special exceptions), as well as administer their local comprehensive plan.

Building. Most municipalities issue their own building permits. However, for one (1) municipal government, the County Building Division reviews and issues their permits. The community is the Town of Loxahatchee Groves. All communities in the state operate under the *Florida Building Code*. Modifications can be made to the administrative / enforcement provisions (e.g., what requires a permit, what inspections are required, etc...) of the Code, as long as the administrative provisions are equal or more stringent than the "base" version of the Code;

however, municipalities may not amend their local building code to be less stringent, or make changes to the technical provisions of the Florida Building Code without going through a formal technical amendment process which requires demonstration of unique local geographical need for the amendment and an analysis of the cost impact of the proposed technical amendment. If local technical amendments are enacted and adopted by a community, then the amendments automatically sunset during the next statewide code adoption (unless the local technical amendment is adopted statewide by the Florida Building Commission).

Public Works and Engineering. While not all municipalities have a public works and engineering department, all generally perform this function in some manner. If it is under a contractual arrangement, there is someone in the jurisdiction responsible for overseeing the consultant. The group having responsibility for public works and engineering has the responsibility for implementing structural improvements (e.g., stormwater facility retrofit, shuttering buildings, constructing new Emergency Operations Centers (EOCs)).

Fire Departments. While many cities contract with the PBC Fire Rescue Department, there are others that operate their own fire-rescue departments. In some instances, smaller jurisdictions contract with a larger municipal neighbor.

Municipal Mitigation Policies, Ordinances, and Plans

Policy Plans

- Municipal Comprehensive Plans

Like the County, each city has an adopted Comprehensive Plan. It serves as a policy instrument for each city and defines that particular city's development and redevelopment policies. All comprehensive plans are required by Section 163.3161, F.S. to contain eight (8) plan elements: Conservation, Infrastructure (i.e., potable water, sanitary sewer, stormwater management, solid waste, and natural aquifer recharge), Future Land Use, Housing, Recreation and Open Space, Transportation, Intergovernmental Coordination, and Capital Improvement. For units of local government abutting the Atlantic Ocean, they must also prepare a Coastal Management Element. In PBC, 19 municipalities border the Atlantic Ocean coastline.

There is considerable variation among local governments in the depth to which hazards are addressed in their comprehensive plans. Certainly the population size, geographic spatial limits, diversity in mix of land uses, and depth of understanding of hazard mitigation affects the level of detail local governments apply to the issue of hazards. Any extended discussion of hazards occurs, for the most part, are in the Conservation, Coastal Management, and Infrastructure elements.

- Local Emergency Management Plans

A number of municipalities have adopted emergency management plans. Most follow the content of the PBC CEMP. Their focus is on emergency response versus long-term hazard mitigation.

Ordinances and Other Plans. Other types of ordinances and plans municipalities that have adopted that are relevant to hazard mitigation include:

- Incorporating the 2017 Florida Building Code (6th edition) complete with Appendices A,B,C,D,E,F,G,H,I,J and K
- Adding window glazing and/or shuttering requirements to their building codes
- Becoming affiliated with the CRS program (*currently 29 out of 39 local governments are CRS qualified*)
- Emergency Water Restriction ordinances
- Stormwater Master Plan
- Repetitive Loss Area Analysis
- Flood Damage Prevention and Protection Ordinance
- Adoption of FDEM Model Floodplain Ordinance which 1) eliminates the possibility of having conflicting or duplicative regulations for buildings, 2) keeps local programs consistent with the Florida Building Code even when it changes over time, and 3) incorporates clarifying language from FEMA guidance documents to address problems DEM has observed in the field.

Mitigation Projects/Initiatives/Outreach

A LMS Survey was prepared and distributed to all participating local governments as a means to inventory and assemble data on mitigation projects and initiatives each governmental entity had or was implementing. Projects are defined as capital facilities. Initiatives can be anything from purchase of property and relocation of homes or businesses, to upgraded building codes, to incentives, to public information campaigns, to preparedness training and drills, to professional development seminars. *Thirty-six municipalities responded.* There is wide variation; while a number of municipalities have not undertaken any mitigation projects, others have been highly proactive, completing multiple projects/initiatives. The following provides a general discussion of what is being accomplished by municipal governments in PBC. Also, there are a few communities that already have well-developed hazard mitigation programs in place. A brief discussion of each is included.

Projects. Shuttering public facilities and upgrading or correcting drainage facility deficiencies are the two most common types of hazard mitigation projects undertaken by PBC municipalities. Other types of projects reported in the local government LMS Survey are:

- Glazing exterior windows on public facilities to achieve impact resistance from windborne debris
- Replacing and/or upgrading drainage pumps
- Installing emergency power generators
- Installing a radio telemetry monitoring system for public utilities
- Sirens/loudspeaker warning system used for severe storms/lightning

Codes/Ordinance Amendments. Many municipalities incorporated the Florida Building Code 2017 (6th Edition). Some of the more important features include:

- Modifying building codes to require floor slab or wood joists be above the 100-year floodplain and a minimum of 18 inches above the crown of the road
- Establishing increased freeboard of one (1) to two (2) feet above the Base Flood Elevation in Special Flood Hazard Areas (SFHAs)
- Addition of a specified accumulation of modification and repair costs (i.e. 5 years) for substantially damaged or substantially improved structures in the SFHAs.
- Requiring the elevation of structures
- Trusses manufactured in accordance with local wind models

Other actions municipalities have taken include:

- Modifying existing Local Development Regulation (LDR) to incorporate windborne debris impact standards
- Amending LDR to include section titled, "Building and Property Maintenance: Hurricane Precautions"
- Professional Development Training. *Twenty-three* municipalities reported that their staff received professional development training over the course of a year. The amount of training staffs received differed by jurisdiction.
- Computer-Aided Management of Emergency Operations (CAMEO) is a system of software applications used to plan for and respond to chemical emergencies. Developed by EPA and the National Oceanic and Atmospheric Administration to assist front-line chemical emergency planners and responders, CAMEO can access, store, and evaluate information critical for developing emergency plans.
- Amending LDR to include section titled, "Building and Property Maintenance: Hurricane Precautions"
- Orientation to disaster assistance programs
- Radiological emergency management
- Annual state hurricane conference training sessions
- Natural hazards mitigation and recovery
- Yearly conference of National Fire Protection Association
- Yearly conference of Building Officials Association of Florida
- Training sessions with Federal Emergency Management Agency
- Building Inspector courses on topics like hurricane resistant structural design, roofing updates, wood construction, and fire resistance and egress

Preparedness Training. Fourteen (14) local governments reported that they conduct preparedness training and drills for emergency situations. They carry out hurricane exercises and

other types of preparedness training based on their Municipal CEMP or EAP as reported to the LMS Coordinator:

- Structural fire drills
- Tornado drill
- Chemical spills
- Terrorist response
- Chlorine leak drills
- Communication tests
- Generator tests

Education/Public Awareness. It is common practice among local governments to distribute informational materials to its citizens, especially as it relates to hurricanes. Among the 18 local governments reporting, the scope of their programs varied. The following are methods municipalities in PBC use to disseminate information about hazards or an impending emergency event:

- Annual correspondence mailed to the residents reminding them of the need to be prepared for a hurricane
- Hurricane Survival Guide
- A Homeowner's Guide to Hurricane Retrofit
- Classes on Emergency Response Training and Community Emergency Response Team
- Discussions with residents about hurricane preparedness
- Hurricane preparation video shown on city cable station
- StormWatch, a preparedness series on the County Cable TV channel produced by DEM
- Brochures on variety of disaster/emergency topics, including insurance, pet care, business interests, children and disasters, lightning and tornado safety
- FAX-back system with a menu of public safety information
- Emails to residents
- Everbridge or a similar system which automatically dials and plays recorded information regarding imminent emergencies, as well as sending out blast text messages to subscribers of the service.
- City newsletter and County's "LMS Times" mitigation newsletter
- Various social media outlets

3.1.5 Intergovernmental Coordination

An essential element of the hazard mitigation process is intergovernmental coordination. Disasters know no boundaries; governments and service providers increasingly must work together to strengthen communities against the loss of life and property. Coordination is important not only horizontally at the local level between county, municipalities, non-profit organizations, and the private sector, but also vertically with key state and federal agencies. Besides the potential of the LMS initiative, there are several other coordination mechanisms that already exist. They are described briefly below.

Metropolitan Planning Organization

The Metropolitan Planning Organization of PBC, commonly known as the MPO, coordinates local, state, and federal funding for thoroughfare improvements. The policy board is comprised of 18 voting members (i.e., five (5) representatives of the BCC, 13 representatives from the municipalities), and one (1) non-voting member (i.e., Secretary of the Florida Department of Transportation, District IV). Two key policy documents of the MPO are the long-range transportation plan, and the five-year transportation improvement plan (TIP). The TIP identifies and schedules all future roadway improvements in the near-term.

Local Government Comprehensive Plans

One mechanism to achieve intergovernmental coordination is the local comprehensive plan. Each comprehensive plan contains an intergovernmental coordination plan element.

Palm Beach County Comprehensive Emergency Management Plan

The County's CEMP, as described in the section titled [Mitigation Policies and Ordinances](#), is very important in terms of coordination. It identifies coordination of the responsibilities and functions of agencies and organizations during disaster situations.

District X Local Emergency Planning Committee

The LEPC is an important vehicle to coordinate administering regional compliance with hazardous materials reporting and training laws. The TCRPC provides full-time staff to administer the activities of the Committee.

State Emergency Management Plan

The State of Florida CEMP establishes the framework of a coordination system to ensure that the State of Florida is prepared to respond to the occurrence of emergencies and disasters. The plan describes roles and responsibilities of state agencies, special districts, local governments, and voluntary organizations, unites the efforts of these groups for a comprehensive approach. The plan is divided into three (3) sections.

The Basic Plan:

Outlines how the state will assist counties in response, recovery, and mitigation of disasters; details responsibility at various levels of government; describes method of operations and financial management policies; ensures continuity of government; and addresses recovery issues.

Specific Response/Recovery Actions:	Actions that are unique to a specific hazard, and are described in the Basic Plan and Response Functions sections.
Response Functional Annexes:	Present the State's strategies for disaster response by outlining ESF. ESF's are structured from the Federal Response Plan.

Comprehensive Plan Amendment Coordinated Review Committee

The Comprehensive Plan Amendment Coordinated Review Interlocal Agreement establishes a countywide Comprehensive Plan Coordinated Review Process. It is designed to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers, and opportunities to resolve conflicts only within the Plan Amendment Process. This process includes the following actions:

- Proposed plan amendments must have sufficient distribution and dissemination to insure that initial transmittal and final approval do not occur without adequate notice to local governments and service providers who may be adversely affected by the action.
- An avenue for discussion and evaluation of the proposed plan amendments is created so that the governing body is aware of objections, the basis for them, and the reasonableness of the objection.
- An opportunity is created for conflict resolution of an item which, if approved, may result in a potential problem for another local government or service provider.
- The Comprehensive Plan Amendment Coordinated Review Process does not diminish or transfer existing authority with respect to planning and implementation decision of the participants.

The Multi-Jurisdictional Issues Coordination Forum

The forum has been established through a resolution/interlocal agreement. The primary goal of this entity is to establish a mechanism that will provide a means of communication and education between the various local governments and service providers. This is accomplished through the receipt and review of reports; through presentations of items of multi-jurisdictional impact; and through the review of actions taken by the Executive Committee. All members of this forum must be participants in the Comprehensive Plan Amendment Coordinated Review Interlocal Agreement.

Emergency Management (EM) Team

Emergency Management Team is an organization of professionals from agencies and municipalities throughout PBC who share a mutual interest in emergency management issues. The EM Team meets bi-monthly. Meeting notices of related interest and other information are distributed in advance of the scheduled meeting date. Members of EM Team benefit by:

- Receiving the latest information from federal, state, and local levels of government concerning all issues relating to comprehensive emergency management;
- Strengthening ties and sharing information with the County, neighboring municipalities and other agencies in the area;
- Exchanging ideas and receiving information regarding training opportunities in emergency management (many of which are free or involve minimal costs);
- Meeting the managers and officials they may need to call on in times of emergency or disaster.

3.2 Private Sector

3.2.1 Background

Major disasters have repeatedly demonstrated that all components of the community can be significantly impacted, either directly or indirectly by the event. It is therefore important that mitigation and redevelopment planning efforts also involve the entire community. Involvement of the private sector in the LMS process was given high priority from the outset of the program by the DEM. Besides receiving funding from the FDEM to prepare the LMS, FDEM also awarded PBC a grant pursuant to Chapter 9G-19, Florida Administrative Code, to develop a Business Community Recovery and Redevelopment Strategy program. Since private sector involvement was important in both efforts, the DEM a committee for education and outreach was created. In addition, staff from the DEM and the PBC Office of Economic Development coordinated with each other on all relevant issues of mutual interest to both programs.

The following groups have participated actively in the program:

- Business Alliance
- Business Loan Funds of the Palm Beaches
- Florida Light & Power Company
- Palm Beach State College
- Florida Insurance Council
- Black Business Investment, Inc.
- Brown Distributing
- Home Depot
- Tourist Development Board
- Motorola
- Farm Bureau West
- Port of Palm Beach
- Palm Beach County Purchasing Department
- Delray Beach Chamber of Commerce
- Delray Beach Community Development Agency
- WPBF Channel 25
- PBC Information System Services Department
- The Boynton Beach Mall
- Palm Beach County Economic Office
- Fidelity Federal of the Palm Beaches
- Poe & Brown, Inc
- The Northern Palm Beach Chamber of Commerce
- Small Business Bank
- Suntrust Bank
- Marine Industries Association of Palm Beach County, Inc
- Pratt & Whitney
- Bank Atlantic

Perhaps the greatest accomplishment, beyond the specific accomplishments outlined in this section, has been special collaborative relationships now established between the private sector and public sector entities. Cornerstone partnerships in this endeavor now exist between the DEM and Economic Development Divisions, and participating municipalities on the public side and a network of participating Chambers of Commerce.

The initiatives outlined in this section are an integral part of the ongoing local disaster mitigation strategy. In the private sector, efforts are directed at minimizing private sector losses, improving business survival rates, protecting and preserving the economic base provided by businesses, and speeding the overall community recovery process.

Four (4) key objectives were addressed:

<i><u>Objective 1</u></i>	<i>Establish improve intergovernmental and private sector coordination.</i>
<i><u>Objective 2</u></i>	<i>Refine the hazard and vulnerability analysis for the economic sector.</i>
<i><u>Objective 3</u></i>	<i>Evaluate local available resources, identify gaps, and develop appropriate funding mechanisms and strategies to fill any gaps.</i>
<i><u>Objective 4</u></i>	<i>Create a public education program focusing on educating the business community to be prepared for disasters and able to recover quickly.</i>

3.2.2 Accomplishments

The following summarizes the improved accomplishments of the private sector work effort of the Outreach and Education Committee by objective:

3.2.2.1 Objective 1: *Establish improved intergovernmental and private sector coordination.*

Three (3) tasks related to this objective represent the beginning points for an ongoing, long-range program to improve intergovernmental and private sector collaboration, coordination and relations.

Task 1

Prepare a comprehensive vendor list and inventories of equipment and supplies. The primary thrust of this task was to create a system whereby businesses victimized by disasters could access vendors and suppliers to procure goods and services necessary to rebuild and resume normal business operations.

Early in the project, the Economic Development Specialist met with the purchasing staff of several County and municipal agencies relative to the characteristics of their databases and their potential suitability for business disaster applications. With the assistance of representatives from the PBC Information Systems Services Department (ISS), the idea was conceived of housing the vendor database in the business section of the PBC Emergency Management web site.

Upon further discussion, the idea eventually evolved to the creation of a reverse vendor database, an emergency need posting system for disaster-impacted businesses. This approach avoids most of the maintenance costs and burdens that are associated with traditional vendor databases.

ISS was subsequently commissioned to develop this system, eventually dubbed the "Emergency Business Buyers' Database." Development and testing were successfully accomplished in early July; the system awaits activation if and when a local disaster occurs.

Task 2

Develop a comprehensive list of needs for emergency contracts and agreements, and secure sources for items needed by the response community which are usually not needed in day to day operations. Research determined that the PBC Purchasing Department has in place item lists, source lists, and systems and procedures necessary for fully meeting the needs of the County's response community and to satisfy the assistance requirements spelled out by the mutual aid agreement with Orange County. Efforts to publicize the existence of this list to the local community are being made through the Chambers of Commerce to facilitate local involvement, when possible.

Task 3

Establish Business Hotlines, Business Aid and Redevelopment Assistance Centers. An important element in the support of private sector preparedness and timely recovery is the ability of businesses to stay abreast of critical information. An objective in this project was to provide the business community with a single-point contact for accessing important business-related information to assist pre-disaster preparations and post-disaster recovery activities. As part of its partnership agreements with various Chambers of Commerce throughout the County, PBC Emergency Management is encouraging chambers to dedicate one or more telephone lines to serve as an emergency "hot line" service for community businesses.

3.2.2.2 Objective 2: *Refine hazard and vulnerability analysis for the economic sector.*

The LMS definition (as described earlier) of critical facilities includes several economic sector facilities, notably nursing and convalescent centers, and public communication facilities in what are designated as primary critical facilities, and financial institutions, pharmacies, reconstruction material suppliers, medical clinics, and food distribution centers in what are designated as secondary critical facilities. Private sector primary critical facilities are included in the ArcView database, and, when the Property Appraiser's office completes the automated inventory

conversion of commercial and industrial properties into an ArcView database, secondary critical facility information will be merged with the database file.

The vulnerability of the business community to potential disasters was analyzed. Mapping and tabular products were developed that may be used by commercial/industrial property owners for performing self-analysis of hazard vulnerabilities. These products also provide a better understanding of the various hazards that could potentially impact segments of business community.

An Economic Disaster Management Information System (EDMIS) was developed and designed. Unfortunately, this product cannot be used until database conversion is completed by the Property Appraiser's Office. Once on-line, however, EDMIS will be used to more fully explore mitigation opportunities in the private sector.

3.2.2.3 Objective 3: *Evaluate local available resources, identify gaps, and develop appropriate funding mechanisms and strategies to fill the gaps.*

Exploratory initiatives were explored relating to ensuring post-disaster cash flow, creating emergency loan programs and community credit programs, expediting the processing of post-disaster loans, and establishing a "bridge loan" capability. The policies and programs of area banks were reviewed, various loan funds examined, and state and federal agency programs, including "Operation Open for Business," were reviewed. Among the most glaring "gaps" uncovered that could impact PBC businesses were the following:

- Meeting the managers and officials they may need to call on in times of emergency or disaster.
- Insurance typically does not cover all business losses.
- Banks will not necessarily loan money to victimized businesses and may not relax their requirements for financial documentation and credit status in emergency periods.
- Business interruption insurance is seldom purchased by businesses because it is so costly.
- Low interest loans for mitigation projects are not yet available in PBC.

The challenge of dealing with these issues, however, is indeed complex. The decision authority for creating policies and programs dealing with these issues invariably resides at levels outside PBC. Creation of emergency business assistance programs will likely require legislative initiatives and corporate lobbying beyond the influence of even regional interests. Even so, the need for creative funding mechanisms and strategies was a consistent theme throughout the project and was a common speaking point at private sector and public sector forums.

The project team of a year 1999-2000 grant funded to PBC, entitled Businesses Addressing Readiness & Recovery (BARR), will continue efforts to mobilize sufficient support to positively influence private sector and public sector decision makers to institute meaningful emergency assistance programs for businesses. It will support other related initiatives underway at the state level. The BARR program will also pattern many of programs and initiatives after those of *Project Impact* and the City of Deerfield Beach's *Operation Open for Business*.

3.2.2.4 Objective 4: *Create a public education program focusing on educating the business community to be prepared for a disaster and able to recover quickly.*

Two (2) tasks of this objective address a program to enable the business community to educate and prepare itself, reaching the greatest number of businesses in the shortest time possible.

Task 1

Train Chamber of Commerce staff and the business community. During the course of the project, staff members attended, participated in, and led a variety of business-related forums on disaster issues, including disaster conferences, workshops, professional association meetings, expos and trade shows, and community planning sessions. They also worked closely with private and public sector experts on a number of significant community initiatives and reviewed extensive literature from FEMA, state, federal and non-government organization sources. Among the many methods employed to reach and educate the business community throughout PBC were:

- Insurance typically does not cover all business losses
- Distribution of specially designed BARR pamphlets and business cards
- “Business” location on the County’s Emergency Management web site
- Booths in expos, fairs, trade shows
- Presentations to business, professional and public sector groups
- Media interviews and articles
- Presentations at the National and Florida Governor’s Hurricane Conference
- Participation in other initiatives

One-on-one contingency planning assistance for larger businesses. In this task, members of several Chambers of Commerce and mentors from large and medium-sized businesses have been trained to train others and make presentations raising the business community’s awareness of preparedness issues and options. These efforts will continue.

Task 2

Develop a written business contingency planning guide. It was reasoned that preparation and distribution of a business contingency planning workbook and a business contingency plan template would be practical and productive contributions to building a more disaster resistant business community. The workbook that has been developed serves as the primary text for Emergency Management's ongoing series of contingency planning workshops. Following the template, small- to middle-sized businesses are able to easily prepare contingency plans tailored to their specific needs.

More information regarding business survival and recovery can be found on DEM’s website at <http://discover.pbcgov.org/publicsafety/dem/HurricanePlanning/Protecting-Business.aspx>.

3.3 Strengthening the Role of Local Governments

As has been described earlier in this document, local governments in PBC have taken steps to strengthen themselves both in terms of capital facility improvements and ordinances, regulations, and programs. Becoming more disaster-resistant is not limited to just hardening of structures. There are a number of activities that the County and municipalities can undertake to strengthen the role of local governments to lessen the impacts resulting from emergency events which do not require expending money on capital projects. Plans can be modified, laws and regulations can be amended, informational materials published and distributed, and professional training augmented. Ideas were generated from a variety of sources: interviews with local jurisdictions, and information generated from LMS Survey forms, the LMS Steering Committee and subcommittees, and discussions with local governments. The suggestions for countywide projects resulting from the various discussions with local government include:

1. Projects on the LMS PPL should be incorporated in local government comprehensive plans, capital improvement elements (CIE), at the time the CIE's are on an annual basis in accordance with Section 163.3177 (3) (a), Florida Statutes (F.S.).
2. As permitted under Section 163.3177 (7) (h) & (l), F.S., local governments could incorporate optional comprehensive plan element for public safety, or a hazard mitigation/post-disaster redevelopment plan;
3. Integrate the LMS into the PBC CEMP as appropriate and within the state specified guidelines.
4. Assess existing CRS programs to determine ways to strengthen and improve the local jurisdiction's CRS rating and support non-CRS communities to join the program.
5. Recommend that public building construction, whether it be new construction or renovation of older public structures, incorporate hazard mitigation building practices, whenever financially feasible;
6. Recommend to the appropriate authorities, the incorporation of safe room requirements in the local building code.
7. Update existing PBC post-disaster redevelopment plans, and prepare a model plan as a guide for local jurisdictions.
8. Support BARR in the continuing effort of coordination and mutual support between the PBC, local, and business community, before, during, and after a disaster event.
9. The LMS Steering Committee should work with the partner communities and the County to continue ongoing funding and staffing for the continuation of LMS.
10. Recommend emergency building permit procedures to local authorities and jurisdictions.

11. Seek avenues to provide technical assistance in grant writing and engineering for local jurisdictions in the support of LMS projects.
12. Develop a model CEMP mitigation element as a guide for local jurisdictions in mitigation plan development.
13. Seek opportunities and potential funding sources to bury electrical wires, especially in multi-jurisdictional projects.
14. In order to increase shelter capacity countywide, support the retrofitting of all appropriate structures suitable for use as shelters.

Develop and disseminate multi-media outreach program countywide which will support the goals of LMS.

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SECTION 4: PROCEDURES

4.1 Project Prioritization Methodology

This section satisfies, in part, the following FEMA requirements:

Requirement §201.6(c)(3)(iii): [The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

Requirement §201.6(c)(3)(iv): For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.

Requirement §201.6(c)(3)(ii): [The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

Requirement: §201.6(c)(3)(ii): [The mitigation strategy] must also address the jurisdiction's participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.

4.1.1 Development and Rationale

As the Goals and Objectives of the LMS were reviewed by the Working Group, Steering Committee, and specifically the Revisions Committee in 2018, it was determined that our priorities have slightly changed over the recent years. The only relatively recent hazard which is getting more attention in project development is projects related to Sea Level Rise. Our project prioritization methodology is the means by which the LMS Steering Committee or some designated subset of that Committee will develop the single prioritized list of mitigation projects, which is one of the ultimate goals of the LMS effort. The only projects eligible for FEMA approval have to be submitted by a local government who participated in the planning process. These local governments must follow and continue to follow PBC's Local Mitigation Strategy's participation rules in Section 1.

The County established a scoring procedure when the plan was first written in 1999. The scoring procedure is detailed below along with examples in Appendix I. This procedure remains in place thus the County has a structured scoring process for projects seeking alternative funding sources other than federal programs. However, there may be changes made due to new Federal regulations.

The LMS has been proactive in providing its participants with the information necessary to perform a Benefit Cost Analysis that will keep PBC eligible to compete for federal monies

nationwide. Projects being submitted for federal funding require a Benefit Cost Analysis to be completed along with an application for submission. The objective is to create an adequate strategy for PBC to prioritize projects for possible funding sources other than federal funds, which would be prioritized based strictly on Benefit Cost Analysis and the criteria that are environmentally sound and technically feasible. The PPL can be referenced in Appendix E. In addition, Appendix F is a list of potential funding sources for mitigation projects. There have been no changes in priorities in the evaluation process since the last LMS update.

To be effective and gain the support of all the communities involved, the criteria used to rank and prioritize proposed mitigation projects must accomplish the following objectives:

- They must be fair and objective. Mitigation projects proposed by small communities must have equal opportunity to achieve as high a higher priority than mitigation projects proposed by larger communities or the County. Likewise, mitigation projects proposed by economically disadvantaged communities must have the opportunity to achieve as high a priority than those projects proposed by more affluent communities.
- They must be flexible enough to effectively rank projects mitigating for a variety of hazards. The LMS is an “all hazards” program. The criteria used to rank potential mitigation projects must be capable of ranking individual mitigation projects with diverse goals such as, but not limited to flood mitigation, sea level rise, impacts from climate change, wildfire protection, or hazardous waste spill prevention.
- They must be functional and tied to real-world considerations such as competitive grant funding requirements. The County will be developing a list of prioritized mitigation projects that will have to compete with a prioritized list of similar type projects from other counties in the state.
- They must be simple, easily understood, and relatively easy to apply. Many potential mitigation projects will have to be prioritized by the LMS Steering Committee or some subset thereof. This means that individual committee members will be scoring many projects. These individuals must be able to work through the project scoring process relatively rapidly for each project they evaluate.
- They must be individually well defined and specific. Each individual scoring criteria category must be well defined with the possible points to be awarded broken down in as much detail as possible to eliminate arbitrary variation in how various individuals might score the same category.

The prioritization process will be an ongoing process, as the LMS is continually refined and updated. The criteria must be such that it can be applied in a consistent manner with a minimal learning curve.

These overarching requirements are as follows:

- Community Benefit The single most important consideration for any mitigation project is “What benefit does the community derive from this effort?” How, and to what extent does this mitigation project benefit the citizens of a community?
- Community Commitment What is the community’s level of commitment that is proposing this mitigation project? All mitigation projects have to compete for funding. If the community or governmental entity proposing a given project is not willing to commit substantial time, effort, and funding, the project has less chance of ever being accomplished even if it is a worthy project. There is no point in ranking a project highly that may never be accomplished even if funds are made available.
- Project Implementation Is this project technically, financially, and legally feasible? Basically this overarching requirement addresses the ease with which a project can be implemented. How easily can required permits be obtained? What is the time frame for accomplishing this project’s goals? Are there any technical problems that must be overcome to implement this project?

The rationale for each scoring criterion on the Project/Initiative Evaluation Score Sheet, its connections to known funding sources, and directions on specific numbers of points to award are discussed below.

4.1.2 Community Benefit

4.1.2.1 Community Benefit – What benefit does the community derive from this effort? How and to what extent does this mitigation project benefit the citizens of a community?

Mitigation Benefit	Points Awarded (maximum of 5)
Damage Reduction	5
Mapping and Regulatory	4
Preparedness Against Hazard	3
Public Information	2
Other	1

4.1.2.2 Project Benefit - Does the project address critical elements of the community infrastructure?

The critical question addressed here is, “does this proposed project help protect the community by hardening some critical element in the community’s infrastructure that will reduce the potential loss of life or property damage if a disaster strikes”? Specific programs offering state and federal grant money are available for mitigation projects to make community infrastructure or property critical to public safety more disaster resistant.

Points under this criterion are awarded based on the nature of the facility or infrastructure element being hardened or protected. If the proposed projects mitigate a problem in a primary critical facility such as a hospital, EOC, or emergency shelter it would receive ten (10) points under this criterion. Primary critical facilities are defined as “Facilities critical to the immediate support of life and public safety.” These are the facilities the community cannot afford to have any loss of function, even for a short period of time.

Flooding produces a widespread direct and indirect danger to large segments of the community, while at the same time damaging or potentially damaging such critical infrastructure elements as roads and stormwater drainage systems. Therefore, a project reducing or preventing stormwater accumulation and flooding during storm events would receive eight (8) points under this criterion.

Secondary critical facilities are defined as, “Facilities that will be critical for community recovery and restoration of services.” Projects that help protect these types of facilities will be awarded six (6) points.

Public convenience facilities are quality of life facilities such as parks, recreation areas, and non-essential public buildings. Projects protecting these types of public property will be awarded four (4) points under this criterion.

Residential structures are defined as private homes. Projects protecting these types of property will be awarded two (2) points under this criterion.

Project Benefit	Points Awarded (maximum of 10)
Primary Critical Facilities	10
Stormwater/flooding	8
Secondary critical facilities	6
Public Convenience facilities	4
Residential Structures	2

4.1.3 Community Exposure

4.1.3.1 Does the project mitigate a frequently occurring problem or a problem to which a community is particularly vulnerable?

This criterion attempts to balance the actual risk of a specific disaster occurring versus the community’s exposure in terms of life and property damage if the disaster does occur. For example, a nuclear power plant meltdown would be catastrophic if it occurred, but the frequencies with which meltdowns occur is unknown in the U.S. and optimistically extremely low. Therefore, a project proposing to mitigate for possible nuclear power plant meltdown by providing lead lined emergency shelters would score lower than a project which mitigates for a more frequent, but less catastrophic type of disaster, such as the flooding of a library.

Data for this evaluation will come from the HVA portion of the LMS project, and will be community specific. For example, communities on the coastline experience thunderstorms, lightning, and frequent localized short term flooding, but in most, the exposure in terms of life and property damage is relatively low. Some specific communities, however, such as mobile home parks, or areas with known drainage problems, have much higher exposures to ill effects from thunderstorm hazards. The entire coastline has a high exposure to damage from tropical storms and hurricanes. Category 1 and 2 hurricanes occur with a relatively high frequency, while Category 3, 4, and 5 hurricanes are less frequent. All of these factors must be evaluated in weighing the merits of one mitigation project against another.

Specific guidelines for assigning points under this evaluation criterion are as follows:

Community Exposure # of People or \$ Value of Property	Frequency or Risk of Occurrence	Points Awarded (maximum of 10)
High	High	10 Points
Moderate	High	8 Points
Low	High	6 Points
High	Moderate	9 Points
Moderate	Moderate	7 Points
Low	Moderate	4 Points
High	Low	5 Points
Moderate	Low	2 Points
Low	Low	1 Points

4.1.4 Cost Effectiveness

4.1.4.1 The benefit/cost ratio of the project is calculated by applying the following Benefit/Cost ratio formula:

$$(\text{Loss Exposure (\$) Before Project} - \text{Loss Exposure (\$) After Project}) \div \text{Cost of the Project}$$

“A key criterion for mitigation projects to be eligible for funding is that they be cost effective.” This is a direct quote from the FEMA 1996 guidelines for determining the cost-effectiveness of mitigation projects. “Mitigation efforts can be justified only to the extent to which the averted losses in terms of life and property exceeds the cost of a given mitigation project or effort.” In other words, if a mitigation project costs more than what it is designed to protect, why do it?

While a positive Benefit/Cost Ratio is an absolute requirement for FEMA funding, it should be a primary consideration in evaluating any mitigation idea. For this reason, it is the single most highly valued component of the project prioritization criteria.

For any mitigation project to receive FEMA money, the mitigation project application will have to include a detailed Benefit/Cost analysis. Depending on the complexity of the proposed project and the amount of funding required, this Benefit/Cost analysis may require engineering drawings and/or evaluation of alternatives. Such a detailed analysis is beyond the scope of the LMS and in most cases beyond FEMA requirements. In 1996, FEMA published a new guideline for mitigation project evaluation titled “How to Determine Cost-Effectiveness of Hazard Mitigation Projects - A New Process for Expediting Application Reviews”. The formula above is derived from that publication. It was developed to allow administrators to rapidly screen potential mitigation projects in a three (3) step process:

Screen the project by reviewing the application data;

Conduct a quick Benefit/Cost analysis; and

If the quick analysis yields a Benefit/Cost Ratio greater than one (1), continue processing the application; or

If the Benefit/Cost analysis is less than one, request additional information from the proposer

An example application of the Benefit/Cost formula is as follows:

A community library has an estimated \$90,000 worth of books that may be lost due to storm surge. To shutter the library will cost \$20,000 and will prevent loss from surges associated with category 1 to 3 hurricanes. Category 1 to 3 storms represent 70% of the hurricanes likely to strike this community so the risk of loss is assumed to be reduced by 70%, leaving a remaining exposure of 30% or \$27,000.

Applying the formula:

$$(\$ 90,000 - \$ 27,000) \div \$ 20,000 = 3.15$$

This project has a Benefit/Cost ratio of 3.15. The entire formula must be used in the submission in order to obtain maximum credit.

The community is also considering raising the floor of this library building by two (2) feet at a cost of \$75,000. Such a project would protect the books from storm surge under all but category 5 hurricane conditions, or approximately 85 % of the time. The residual exposure associated with this plan would be 15 % or \$ 13,500.

Applying the formula:

$$(\$ 90,000 - \$ 13,500) \div \$ 75,000 = 1.02$$

The benefit/cost ratio on this plan is only 1.02. While this is still a positive ratio, the better return on dollars invested is achieved under the first alternative, shuttering the Library.

The higher the Benefit/Cost ratio, the better return per dollar invested is achieved. Under the first example the community is receiving \$3.15 return in terms of lost prevention for every dollar invested. Under the second example the community is receiving only \$ 1.02 return in terms of loss reduction for every dollar invested.

Points under this criterion will be awarded as follows:

Benefit/Cost Ratio	Points (maximum of 20)
4.0 or greater	20 Points
3.0 to 3.9	16 Points
2.0 to 2.9	12 Points
1.0 to 1.9	8 Points
<1.0	0 Points

4.1.5 Area Benefit

4.1.5.1 How many people stand to benefit from the project implementation?

Area Benefit	Points (maximum of 5)
Multiple Jurisdictions	5 Points
Community	3 Points
Neighborhood	1 Point

4.1.6 Project Implementation

4.1.6.1 Contained Within the Existing Comprehensive Growth Management Plan (CGMP)--Is the project or initiative consistent with or incorporated in the existing Comprehensive Growth Management Plan?

Contained Within the Existing Comprehensive Growth Management Plan (CGMP)	Points (maximum of 10)
Contained within a specific Policy/Plan	10 Points
Contained in "Goal" with proposed Policy/ amendment	8 Points
Contained within a broad "Goal"	5 Points

Contained in a proposed amendment	3 Points
Not in conflict with the CGMP	1 Point

4.1.6.2 Contained Within an Existing Emergency Management Plan or Other Functional Plan Developed by an Official Local Governmental Entity

Has this project or initiative already been proposed as a management initiative or structural improvement in any emergency or growth management plan proposed or adopted by County or local jurisdictions or entity?

This applies to both officially adopted plans and to those plans or amendments to plans which have been proposed but not yet officially adopted. One of the objectives of the LMS is to encourage local governments to officially adopt mitigation measures into their Comprehensive and Emergency Management Plans. If a community wants to improved the score of a proposed mitigation project or initiative it can propose an amendment to its CGMP or CEMP containing the measure.

Contained within an Existing Emergency Management Plan (or other functional plan)	Points (maximum of 20)
Officially adopted	10 Points
Proposed/Not officially adopted	6 Points
Not in conflict with any plan	2 Points

4.1.6.3 Consistency with Existing Regulatory Framework - Is the project consistent with existing legal and regulatory and environmental/cultural framework?

Does the proposed project require any changes or waivers in existing building, zoning, or environmental statutes or ordinances? If changes or waivers are required, there will be an extra step in implementing such a project and the timeline to accomplish the project must be extended accordingly. Projects which are consistent with the existing legal and regulatory framework will receive five (5) points. Projects which are in conflict with some aspect of the existing regulatory framework will receive lower point scores depending upon the seriousness and numbers of regulatory barriers to be overcome in implementing the proposed project.

Consistency with Regulatory Framework	Points (maximum of 5)
No regulatory issues	5 Points
Local issues	4 Points
Regional issues	3 Points
State issues	2 Points
Federal issues	1 Point

4.1.7 Community Commitment

4.1.7.1 Public Support - Is there demonstrated public support for this project or recognition of this problem?

The question of how “public support” should be demonstrated has caused much discussion. It has been decided that points under this criterion should be awarded as follows:

Has this project or problem been the subject of:

- a) An Advertised Public Meeting = 3; and
- b) Written evidence of public support = 2.

Has the project or problem been the subject of both:

- a) An advertised public meeting, and
- b) Written evidence of public concern or support.

Subsection b (above) can be letters from affected citizens, minutes from a public meeting in which members of the public request something be done to mitigate an ongoing issue (of which the project was developed), etc.

If so, award five (5) points.

4.1.7.2 Funding Availability - Is there a funding source currently available for this particular project?

Ten (10) points will be awarded to any project for which funding is currently available. If funding is anticipated but currently not available, points will be awarded as follows:

Funding Availability	Points (maximum of 10)
Funds available now	10 Points
Available in 1 year	8 Points
Available in 2 years	6 Points
Available in 3 years	4 Points
Available in 4 years	2 Points
Available in 5 years+	1 Point

4.1.7.3 Matching Funds - Are matching funds or in-kind services available for this project?

This criterion has been added because many, if not most, funding sources require local sponsors to put up some form of match either in terms of funds or services.

Points will be awarded under this criterion as follows:

Matching Funds/In-Kind Services	Points (maximum of 5)
Match of 50% or more	5 Points
40 to 49%	4 Points
30 to 39 %	3 Points
20 to 29 %	2 Points
1 to 20 %	1 Point

4.1.7.4 Timeframe for Accomplishing Objectives - How long will it take for the proposed mitigation project to accomplish its stated goals?

Projects which can be accomplished quickly have an inherent advantage over long-term projects, although long-term projects may ultimately be more beneficial to the community. The following weighted scale assigns points to proposed projects based on the length of time that will be required before a community begins to receive benefits from the project.

Timeframe for Accomplishing Objectives	Points (maximum of 5)
1 Year	5 Points
2 Years	4 Points
3 Years	3 Points
4 Years	2 Points
5 Years +	1 Point

In order for the individuals scoring mitigation projects to perform their jobs adequately and in a meaningful time frame, it is critical that those proposing a mitigation project or projects provide as much of the critical information required for scoring as possible when they submit their projects. To help with this the attached Mitigation Project Proposal Form has been developed. Appendix I contains four (4) examples showing how this scoring process is applied in ranking proposed mitigation projects.

4.2 Tie-Break Procedure

In the case of tie scores, three (3) questions may be applied.

Ties decided by #1 will be so ranked: remaining ties not broken with question #1 will have question #2 applied.

Ties decided by question #2 will be so ranked; remaining ties not broken will have question #3 applied.

Ties decided by question #3 will be so ranked; remaining ties not broken with question #3 will be ranked in the order of the magnitude of effect on the community - these projects will be ranked in accordance with the number of people that will be helped by the project, largest first.

Question #1: Which project has the highest Community Benefit score?

Question #2: Which project has the highest Community Commitment score?

Question #3: Which project mitigates for the most frequently occurring hazard?

4.3 LMS Evaluation Panel

The LMS Evaluation Panel is responsible for reviewing and scoring proposed projects submitted to the LMS as a basis for prioritization. Panelists are solicited by the LMS Coordinator on behalf of the LMS Steering Committee based on LMS member recommendations and are subject to approval by the LMS Steering Committee. Volunteers are also eligible for consideration.

Candidates should possess a technical and administrative understanding of the LMS program and its goals and objectives. In addition, candidates are expected to exercise objectivity and independent judgment in their evaluations and scoring. The LMS Evaluation Panel members will notify the LMS Coordinator and recuse themselves from evaluating any projects submitted by their own agency, or any agency they may have been employed by in the past. This is to eliminate any potential conflict of interest or bias either in favor of, or to the detriment of any project submission that may be on the agenda for evaluation. In such cases, an alternate evaluator, usually the LMS Coordinator or DEM Planning Manager, will evaluate those projects on a case-by-case basis.

4.3.1 Eligibility for Federal Funding

In order to be deemed eligible for federal monies projects must:

Produce a Benefit Cost Analysis ratio greater than one (1), and
Meet additional program requirements, including being judged to be “environmentally sound” and “technically feasible.”

Federal funding may require additional applications or supporting documents which will be requested based upon each individual federal program.

The LMS Coordinator from the County's Division of Emergency Management staff serves on the LMS Evaluation Panel. They will serve as an alternate evaluator for potential conflicts as well as in the place of any primary evaluator who may be sick or unavailable for scoring during an evaluation period. Also, any employee of the Division of Emergency Management may be called upon to act as an alternate evaluator if one is not available at the time of project scoring or if there are multiple primary evaluators who have conflicts on a project.

4.4 Project Prioritization Updating Process

STEP 1

Each year after the Spring and Fall Submission/Evaluation period, the existing countywide PPL will be updated. The approved PPL will be in effect until a new PPL has been adopted by the PBC LMS Steering Committee.

The County's DEM staff will activate the update process by notifying all LMS members of the beginning and ending dates for the submission period, and by notifying all LMS Evaluation Panel members that the PPL ranking process is being initiated, along with deadlines for submitting projects and evaluating projects. Everyone will be reminded where to locate the project submission forms in the DEM electronic LMS project tracking system, and provided with a guidance document explaining each requested item on the submission form. All applicants will have to submit their proposed projects/initiatives by the submission date in order to have their proposed projects considered for inclusion in the updated PPL. In addition, at the time an applicant submits their proposed projects; they must also identify which of their projects that are already on the existing, adopted PPL have been completed or for which funding is in process.

All proposals must be submitted electronically before the published deadline in the original notification. For a project/initiative to be considered, online proposal forms must be filled out completely. The contact person and phone number listed on the online proposal form will serve as the official point-of-contact for the applicant. As these Federal grants are awarded only to governmental and private non-profits primarily, if a private citizen within a jurisdiction has a viable and eligible project, it will be up to the jurisdiction to sponsor the project and complete all necessary submissions, applications, and monitoring of awards to remain compliant with current guidelines. A private citizen cannot be an applicant for these funds, but must remain a subapplicant, with the jurisdiction being the applicant and retaining responsibility for all required documentation.

Once per year, the evaluation panel will meet to purge the PPL to ensure outdated projects or those projects funded by local municipalities are removed from the list. The new list will be revised after each submission/evaluation period.

STEP 2

Once the proposals have been received, DEM staff will review each proposal for completeness. DEM staff will then notify the LMS Evaluation Panel of which projects they do not feel are completed, and the evaluation panel will decide whether to go ahead and score the project, or to reject the project and have the DEM staff member notify the submitting party via email that their project was rejected by the evaluation panel for being incomplete and will not be eligible for inclusion on the PPL during this cycle, while encouraging them to resubmit their proposal during the next submission/evaluation period.

STEP 3

DEM staff will notify LMS Evaluation Panel members that all projects have been submitted, and are ready on the online platform for them to begin scoring.

STEP 4

Each LMS Evaluation Panel member will score all proposals in the online platform. Each member will notify the LMS Coordinator via email when they have completed scoring all projects during the evaluation period, but no later than the last day of the period given to them by DEM staff when they were first notified that the submission/evaluation period had been initiated. In the unlikely event that the online platform malfunctions or will not accept the evaluator's scores, a paper form will be distributed to the affected evaluator to complete the scoring process and email back to the LMS Coordinator.

STEP 5

DEM staff will re-check the average attribute scores for each project received from each LMS Evaluation Panel member in the online platform. This will be provided to the Evaluation Panel members at their meeting.

STEP 6

The LMS Evaluation Panel Meeting is open to the public or proposers if they choose to attend and would like to see the scoring process, however, the evaluators will only evaluate the project proposals based on what was provided in the application.

STEP 7

The LMS Evaluation Panel will hold a meeting to review/finalize all scores and create the Draft PPL. A quorum of the LMS Evaluation Panel must be present during the meeting, Panel members will discuss possible inaccuracies and/or reliability of information used by proposers, such as obsolete cost data, questions regarding project feasibility, and project tie-breakers (see Project Tie-Break Procedure). Before the meeting concludes, a vote will

be conducted to approve the "new" Draft PPL. DEM staff will provide a copy of the approved "new" Draft PPL to the LMS Steering Committee for approval.

STEP 8

DEM staff will schedule a meeting of the LMS Steering Committee. One (1) week in advance of the scheduled meeting, the "new" Draft PPL will be distributed to the LMS Steering Committee membership.

STEP 9

At the scheduled LMS Steering Committee meeting, the Draft PPL will be presented.

Project applications received after the submission deadline, but before the next project prioritization updating process, may be accepted by the LMS Steering Committee as UNRANKED projects. Prior to the PPL adoption vote, such projects will be presented for consideration. The LMS Steering Committee may vote to include any or all of these projects on the draft PPL as "unranked". Unranked projects will be listed on the PPL under the sub-heading of Unranked Projects which will appear immediately following the list of ranked projects. Unranked projects will automatically be ranked in the next ranking cycle.

Following discussion of the Draft PPL, the LMS Steering Committee will adopt it as submitted or with modifications. Specific justification is required for any modification to the ranking of the projects as submitted by the LMS Evaluation Panel, excepting inclusion of unranked projects.

STEP 10

DEM staff will distribute copies of the new revised PPL to all appropriate entities.

4.5 Conflict Resolution Procedures

4.5.1 Background

With multiple local governments involved in the development of the PBC LMS, differences of opinions may arise over the course of the program with regard to goals, objectives, policies, and projects. In cases where an impasse occurs, a procedure is needed that can be activated to resolve such conflicts. This section describes the procedure that will be used to resolve conflicts arising among the participating governmental entities in the development and implementation of the PBC LMS.

The two types of conflicts that may arise are issues and disputes. Issues are technical problems that are susceptible to informal resolution by DEM staff. Disputes are problems that require formal resolution by neutral third parties. In either case, resolution and settlement are best settled through mutually agreed-upon understanding between the disputing parties. When that is not possible, some form of binding resolution is needed.

The Subcommittee will be comprised of three (3) people: one (1) member of the Subcommittee will be appointed by the LMS Steering Committee Chair, a second person will come from the Division of Emergency Management and be selected by the Director, and a third member will be someone drawn from the LMS Steering Committee who has been selected by mutual agreement of the LMS Steering Committee chair and the Director of DEM (This individual or their municipality cannot be involved personally in the conflict).

Once the Subcommittee has been selected, DEM, as lead agency will prepare a memorandum delineating the dispute, include supporting documentation when available, and schedule the Subcommittee meeting.

If no resolution could be reached, the issue would then be heard by the entire LMS Steering Committee. The vote of the LMS Steering Committee would be binding. Other DEM staff shall provide support to the committee.

4.5.2 Procedure

The following provides a detailed, step-by-step procedure that would be followed should a dispute arise under the LMS.

Objective: To institute a fair, effective, and efficient process to resolve conflicts among local governments during the development and implementation of the LMS.

During the development or implementation of the LMS, a local government(s) may reach an impasse on a particular issue or position. The local government has an opportunity to exercise the following LMS Conflict Resolution Procedure.

STEP 1

The local government submits a letter of dispute (LOD) to the DEM Director explaining in as much detail as possible, describing their concern and position along with documentation to support their position. Also, they should outline potential alternative solutions.

STEP 2

DEM Director reviews the LOD making sure that it clearly outlines the position of the local government(s) and provides sufficient information supporting their position so the dispute in question can be readily understood by the members of the Conflict Resolution Subcommittee. If DEM staff determines that additional facts are needed to describe the dispute outlined in the LOD, DEM staff will provide, in writing, a letter identifying the information that will clarify the position of the disputing party.

STEP 3

Once the LOD is determined to be complete, DEM staff will notify and arrange a telephone conference call or a meeting of the LMS Steering Committee Chair and DEM Director to select individuals to serve on the LMS Conflict Resolution Subcommittee (an ad hoc

committee) within seven (7) calendar days. Before the selection process is completed, a verification of a willingness to serve will have been completed. Only voting members of the LMS Steering Committee are eligible to serve on the Subcommittee.

STEP 4

Within a day of the Subcommittee selection, (see STEP 3), DEM staff will send a follow-up letter and/or email to each Subcommittee member confirming their appointment.

STEP 5

Included with the follow-up letter will be the LOD and any supportive materials provided by the disputing party.

STEP 6

In an effort to expedite the process, DEM staff will make every attempt to schedule the meeting within two (2) calendar weeks from the date the LOD was determined complete.

STEP 7

The conflict resolution meeting is held. DEM will provide staff to document the proceedings of the meeting. Every effort on the part of the two parties will attempt to resolve the impasse at the meeting.

STEP 8

If resolution is achieved, DEM staff will prepare a memorandum documenting the issue and the mutually agreed upon resolution. The memorandum will contain three (3) signature blocks, one (1) for the Chair of the Subcommittee and two (2) for the representatives of the disputing parties. By their signature, all parties will formally agree to the mediated result. A copy will be provided to each party and another copy filed at the DEM. If resolution is still not achieved, the process will move to STEP 9.

STEP 9

If no resolution is achieved at the meeting, the Subcommittee will develop an alternative proposal which will be proffered to the disputing party within seven (7) days following the conclusion of the conflict resolution meeting.

STEP 10

If the impasse is not resolved at the Subcommittee level, DEM will schedule a meeting of the full LMS Steering Committee. In an effort to continue to try to resolve the impasse expeditiously, DEM staff will make every attempt to schedule the meeting within two (2) calendar weeks from the date that a solution cannot be achieved at the Subcommittee level. Each member will be sent a copy of the LOD and any supportive materials provided by the disputing party. The disputing party will be notified of the meeting date and time.

STEP 11

A meeting of the LMS Steering Committee is held. The representative of each disputing party will present their positions and the Chair of the Subcommittee will present the views

of LMS Conflict Resolution Subcommittee. At the end of the meeting, if no mutually acceptable compromise is achieved, the LMS Steering Committee will vote to accept one (1) solution from among the offered solutions or those that may develop at this special LMS Steering Committee meeting. This resolution vote of the LMS Steering Committee will be final.

The outcome of the meeting will be detailed in a memorandum of understanding that will be prepared by DEM. This memorandum will be signed by the LMS Steering Committee Chair. Thereafter, a disputing party can exercise the legal remedy of going to court.

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ACRONYMS

BCC	Board of County Commissioners
CDC	Centers for Disease Control
CEI	Climate Extremes Index
CEMP	Comprehensive Emergency Management Plan
C-MAN	Coastal-Marine Automated Network
CRS	Community Rating System
DEM	Palm Beach County Division of Emergency Management
DOF	Florida Division of Forestry
EDMIS	Economic Disaster Management Information Systems
EM	Emergency Management
EMAP	Emergency Management Accreditation Program
EOC	Emergency Operations Center
ERM	Environmental Resource Management
ESF	Emergency Support Function
FDACS	Florida Department of Agriculture and Consumer Services
FDEM	Florida Division of Emergency Management
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Maps
FMAP	Flood Mitigation Assistance Program
GCRI	Greenhouse Climate Response Index
GIS	Geographic Information System
HHD	Herbert Hoover Dike
HLB	Huanglongbing disease
HMGP	Hazard Mitigation Grant Program
IPZ	Ingestion Pathway Zone
LMS	Local Mitigation Strategy
LDR	Local Development Regulations
LEPC	Local Emergency Planning Committee
LOD	Letter of Dispute
MAT	Mitigation Assessment Team
MPO	Metropolitan Planning Organization
NFIP	National Flood Insurance Program
NGO	Non-Governmental Organization
NGVD	National Geodetic Vertical Datum
NOAA	National Oceanic Atmospheric Administration
NWS	National Weather Service
PAPA	Property Appraisers Database
PPL	Project Prioritization List
PZ&B	Department of Planning, Zoning, & Building
SARS	Severe Acute Respiratory Syndrome
SFHA	Special Flood Hazard Area
SFWMD	South Florida Water Management District
SHMP	State Hazard Mitigation Plan
TCRPC	Treasure Coast Regional Planning Council
WFO	NWS Weather Forecast Office



APPENDICES A - K

Palm Beach County Local Mitigation
Strategy 2020

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Appendix A: Risk & Vulnerability Analyses Data

The risk and vulnerability data presented in this Appendix addresses, in part, the following FEMA requirements:

RISK ASSESSMENT: §201.6(c)(2): The plan shall include a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.

Requirement §201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

Requirement §201.6(c)(2)(i): The risk assessment shall include a] description of the ... location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

Requirement §201.6(c)(2)(ii): The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.

Additional information relating to these requirements is contained in Section 3, in the Palm Beach County Hazard Environment, in Appendix C, and in the new hazard write-up sections of the Plan.

This Appendix presents the results of updated risk, vulnerability and impact analyses for the original hazards identified in the 2004 Plan. The summary tables for these analyses are indicated below:

[Table A-1: Relative Vulnerability to Hazards, by local government](#)

[Table A-2: Relative Probability of Hazards, by local government](#)

[Table A-3: Risk Assessment by Hazard by Jurisdiction](#)

[Table A-3.1: Risk Assessment by Hazard and Vulnerability to People, Property, Environment, and Government Operations](#)

[Table A-4: PBC Impact Analysis](#)

[Table A-5: Data sources used for the Palm Beach County Hazard Vulnerability and Risk Assessment](#)

Table A-1: Relative Vulnerability to Hazards, by Local Government

Hazard Category <u>Community Vulnerability</u> H: High M: Medium L: Low V: Very Low	MUNICIPALITIES																																											
	Unincorporated County	Atlantis	Belle Glade	Boca Raton	Boynton Beach	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland Beach	Hypoluxo	Juno Beach	Jupiter	Jupiter Inlet Colony	Lake Clarke Shores	Lake Park	Lake Worth	Lantana	Loxahatchee Groves	Manalapan	Mangonia Park	North Palm Beach	Ocean Ridge	Pahokee	Palm Beach	Palm Beach Gardens	Palm Beach Shores	Palm Springs	Riviera Beach	Royal Palm Beach	South Bay	South Palm Beach	Tequesta	Wellington	Westlake	West Palm Beach				
NATURAL HAZARDS																																												
Flood*	H	M	H	H	H	M	M	H	M	M	M	M	M	M	L	M	H	M	M	H	H	H	H	L	M	H	L	M	H	H	M	M	H	L	M	H	M	H	M	H	H	H		
Hurricane/tropical storm	H	M	H	H	H	H	M	H	M	M	M	H	M	H	M	H	H	H	M	H	H	H	H	M	M	H	H	H	H	M	H	M	H	M	H	M	H	M	H	H	M	M	H	H
Tornado	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Severe thunderstorms/ lightning	H	M	M	M	M	H	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	H	M	M	M	M	M	H	M	M	M	M	M	M	H	M	M	M	M	M	H	H	
Drought	H	L	H	M	M	L	L	M	H	H	L	M	L	H	L	M	M	M	L	L	L	L	H	L	L	M	L	H	M	M	L	M	L	L	H	L	L	H	L	L	H	H	M	
Extreme temperatures	M	L	L	L	M	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	L	H	L	L	H	L	L	L	M	L	L	L	L	L	L	L	L	H	L	M	M	M	
Agricultural pests and diseases	H	V	H	L	L	L	V	L	V	V	L	L	V	V	V	L	M	V	V	V	V	V	M	V	V	L	V	H	L	M	V	V	V	V	V	H	L	V	M	M	L			
Wildfire/urban interface zone	H	L	H	M	L	V	L	L	M	M	L	L	L	V	V	L	M	V	V	V	L	L	M	V	V	L	V	H	V	M	V	V	L	M	H	V	V	M	M	M				
Muck fire	H	V	H	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	L	V	V	V	V	H	V	V	V	V	V	L	H	V	V	L	L	L				
Soil/beach erosion	M	L	M	M	M	M	V	M	H	H	V	M	V	H	V	H	H	V	L	V	M	M	L	V	M	M	H	V	H	M	M	L	H	V	V	H	M	V	L	V				
Geologic hazards (sinkholes and subsidence)	L	V	V	V	M	V	V	V	M	M	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	
Seismic hazards (tsunamis and earthquakes)	L	M	V	H	H	H	M	H	M	M	L	M	L	H	H	H	H	H	H	H	H	H	V	H	L	H	H	V	H	M	H	L	L	V	V	H	V	V	V	V	L			
Pandemic/ communicable diseases	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	

Hazard Category <u>Community Vulnerability</u> H: High M: Medium L: Low V: Very Low	Unincorporated County	Atlantis	Belle Glade	Boca Raton	Boynton Beach	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland Beach	Hypoluxo	Juno Beach	Jupiter	Jupiter Inlet Colony	Lake Clarke Shores	Lake Park	Lake Worth Beach	Lantana	Loxahatchee Groves	Manalapan	Mangonia Park	North Palm Beach	Ocean Ridge	Pahokee	Palm Beach	Palm Beach Gardens	Palm Beach Shores	Palm Springs	Riviera Beach	Royal Palm Beach	South Bay	South Palm Beach	Tequesta	Wellington	Westlake	West Palm Beach		
	Radiological accidents (including nuclear power plant accidents)	L	V	V	V	V	V	V	V	V	V	V	V	V	V	V	L	L	L	V	V	V	V	V	V	V	V	V	V	V	V	L	L	V	V	V	V	V	V	V	M	L
Hazardous material release	M	L	M	M	H	M	M	H	L	L	M	V	L	V	L	L	M	L	M	M	M	M	L	L	L	M	V	L	V	M	V	L	M	M	M	M	L	L	M	V	H	
Communications failure	M	V	L	M	M	V	V	M	L	L	V	V	V	V	V	V	M	V	L	M	M	M	M	V	L	V	V	L	V	M	L	L	M	L	L	M	M	M	V	M	M	
TECHNOLOGICAL HAZARDS																																										
Transportation system accident (airplane, ground, rail, maritime)	H	L	H	M	H	V	L	H	L	L	V	V	M	V	L	L	H	V	M	M	M	M	M	L	M	M	M	V	L	V	V	V	L	H	L	H	L	M	M	M	H	
Wellfield contamination	M	L	V	M	M	V	M	M	H	H	V	V	V	V	V	L	M	V	L	L	L	L	M	V	L	M	V	V	V	M	V	V	M	L	V	V	V	L	M	M	M	H
Power failure (outages)	M	V	M	M	M	V	V	M	M	M	V	V	V	V	V	L	M	V	V	V	V	V	M	V	V	V	M	V	M	V	M	L	M	L	M	M	H	M	L	M	M	
Dike Breach (Herbert Hoover Dike)	M	L	H	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	H	L	M	L	L	L	M	H	L	L	M	L	L	
HUMAN CAUSED HAZARDS																																										
Civil disturbance	M	V	L	L	M	V	V	M	V	V	V	V	V	V	V	V	L	V	V	L	L	L	L	V	L	L	V	V	V	M	V	L	L	V	V	V	V	L	V	L	M	
Domestic Security: Terrorism, sabotage, and cyber attack	L	V	V	L	L	V	V	L	V	V	L	V	V	V	V	L	L	V	V	L	L	L	L	V	L	V	V	V	M	V	V	L	H	V	V	V	V	L	V	L	M	
Mass Migration	M	V	M	L	M	V	V	M	V	V	V	V	V	V	V	L	V	V	L	L	L	L	V	V	V	V	L	M	V	V	M	L	M	V	M	L	V	V	L	M		
Workplace/school violence (active shooter/assailant)	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M

*Sea level rise is included as a flood hazard. **Coastal oil spill is considered a type of hazardous material accident.

Table A-2: Relative Probability of Hazards, by Local Government

Hazard Category <u>Community Vulnerability</u> H: High M: Medium L: Low V: Very Low	MUNICIPALITIES																																								
	Unincorporated	Atlantis	Belle Glade	Boca Raton	Boynton	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland	Hypoluxo	Juno Beach	Jupiter	Jupiter Inlet	Lake Clarke	Lake Park	Lake Worth	Lantana	Loxahatchee	Manalapan	Mangonia	North Palm	Ocean Ridge	Pahokee	Palm Beach	Palm Beach	Palm Beach	Palm Springs	Riviera Beach	Royal Palm	South Bay	South Palm	Tequesta	Wellington	Westlake	West Palm	
NATURAL HAZARDS																																									
Flood	H	M	M	H	H	M	M	H	M	M	M	H	H	H	H	H	H	M	H	H	M	M	H	M	H	H	M	H	H	M	H	L	M	H	M	M	M	M	H		
Hurricane/tropical storm	H	M	M	H	H	H	M	H	M	M	M	H	M	H	H	H	H	M	H	H	M	H	H	M	H	M	H	H	M	H	M	H	M	M	H	M	M	H	M	H	
Tornado	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	M	L	L	L	L	L	M	L	M	M	M	L	L	L	M	M	M	L	M	L	H	
Severe thunderstorms/lightning	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Drought	H	L	H	L	M	L	L	M	L	L	L	L	L	L	L	M	L	L	L	L	L	M	L	L	L	L	L	H	M	M	L	L	L	L	H	L	L	H	M	M	
Extreme temperatures	M	L	M	L	L	V	L	L	L	L	L	V	L	V	V	V	H	V	L	V	V	L	M	V	L	L	V	M	L	L	V	L	L	L	M	L	L	M	M	M	
Agricultural pests and diseases	H	V	H	L	M	V	V	M	V	V	L	V	L	V	V	M	V	L	V	V	L	M	V	L	V	V	H	L	L	V	L	L	V	H	L	V	M	M	L		
Wildfire/urban interface zone	H	V	H	L	M	V	V	L	V	V	L	V	L	V	V	M	V	L	V	L	L	H	V	L	L	V	H	V	L	V	V	L	M	H	V	V	M	H	M		
Muck fire	H	V	H	V	L	V	V	L	V	V	V	V	V	V	V	V	V	V	V	V	V	V	L	V	V	V	V	V	H	V	V	V	L	L	H	V	V	L	L	L	
Soil/beach erosion	M	V	L	M	M	M	V	M	V	V	V	M	V	M	M	H	H	H	V	V	M	V	V	H	V	M	H	L	H	V	H	V	H	V	L	H	M	V	V	L	
Geologic hazards (sinkholes and subsidence)	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
Seismic hazards (tsunamis and earthquakes)	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	L	V	V	V	V	V	V	L	
Pandemic/communicable diseases	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L

Hazard Category <u>Community Vulnerability</u> H: High M: Medium L: Low V: Very Low	Unincorporated County	MUNICIPALITIES																																						
		Atlantis	Belle Glade	Boca Raton	Boynton Beach	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland Beach	Hypoluxo	Juno Beach	Jupiter	Jupiter Inlet Colony	Lake Clarke Shores	Lake Park	Lake Worth Beach	Lantana	Loxahatchee Groves	Manalapan	Mangonia Park	North Palm Beach	Ocean Ridge	Pahokee	Palm Beach	Palm Beach Gardens	Palm Beach Shores	Palm Springs	Riviera Beach	Royal Palm Beach	South Bay	South Palm Beach	Tequesta	Wellington	Westlake	West Palm Beach
TECHNOLOGICAL HAZARDS																																								
Hazardous materials accident**	M	L	L	M	M	V	V	L	L	V	V	V	V	V	V	L	V	V	L	L	V	L	V	L	M	V	M	V	L	V	L	M	L	M	L	V	M	L	H	
Hazardous material release	L	L	L	L	L	V	L	H	L	V	L	V	V	V	L	L	V	V	L	L	V	L	V	M	M	V	L	V	L	V	V	L	L	L	L	L	M	L	H	
Radiological accidents (including nuclear power plant accidents)	V	V	V	V	V	V	V	L	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	
Communications failure	M	V	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	V	L	L	L	L	L	L	M	V	L	L	M	
Transportation system accident	H	L	M	M	M	V	L	H	L	V	L	V	V	V	L	V	V	L	L	L	L	M	V	M	M	V	M	V	M	V	V	M	L	M	L	L	M	M	H	
Wellfield contamination	M	L	V	M	M	V	V	M	L	V	V	V	V	V	L	V	V	L	L	V	M	V	M	L	V	L	V	L	V	V	M	L	L	V	V	M	M	H		
Power failure (outages)	M	M	V	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	L	M	M	M	M	M	M	L	M	M	M	M	M	M	M	H	M	V	M	M	
Dike Breach (Herbert Hoover Dike)	M	L	H	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	H	L	M	L	L	L	M	H	L	L	M	L	M
HUMAN CAUSED HAZARDS																																								
Civil disturbance	M	V	L	L	L	V	V	M	V	V	L	V	V	V	V	L	V	V	L	L	V	V	V	L	L	V	L	M	L	V	V	L	V	L	V	V	V	V	M	
Domestic Security: Terrorism, sabotage, and cyber attack	L	V	V	L	L	V	V	L	V	V	V	V	V	V	L	V	V	V	L	V	V	L	V	V	V	V	V	L	L	V	V	V	L	V	L	V	V	V	V	M
Mass Migration	L	V	L	L	L	L	V	M	V	V	V	L	V	L	L	L	L	V	V	L	V	L	L	V	L	L	V	V	V	L	V	L	V	L	L	L	V	V	L	M
Workplace/school violence (active shooter/assailant)	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L

*Sea level rise is included as a flood hazard. **Coastal oil spill is considered a type of hazardous material accident

Table A-3: Risk Assessment by Hazard and Jurisdiction

Hazard Category Community Vulnerability H: High M: Medium L: Low V: Very Low	Unincorporated County	MUNICIPALITIES																																								
		Atlantis	Belle Glade	Boca Raton	Boynton Beach	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland Beach	Hynoluxo	Juno Beach	Juniper	Jupiter Inlet Colony	Lake Clarke Shores	Lake Park	Lake Worth Beach	Lantana	Loxahatchee Groves	Manalapan	Manoronia Park	North Palm Beach	Ocean Ridge	Pahokee	Palm Beach	Palm Beach Gardens	Palm Beach Shores	Palm Springs	Riviera Beach	Royal Palm Beach	South Bay	South Palm Beach	Tequesta	Wellington	Westlake	West Palm Beach		
NATURAL HAZARDS																																										
Flood*																																										
Frequency	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	M	H	H	H
Vulnerability	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	M	H	H	H
Exposure	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	M	H	H	H	
Risk	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	M	H	H	H		
Hurricane/Tropical Storm																																										
Frequency	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	M	H	H	H	
Vulnerability	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	M	H	H	H		
Exposure	M	H	M	H	H	H	H	H	H	M	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	M	H	H	H	H	H	M	M	H	M	M	H	M	H		
Risk	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	M	H	H	H			
Tornado																																										
Frequency	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
Vulnerability	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	L	L	L	
Exposure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Risk	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Severe thunderstorms/lightning																																										
Frequency	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	

Exposure	M	M	H	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	H	M	M	M	M	M	H	M	L	M	M	M		
Risk	M	M	H	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	H	M	M	M	M	M	H	M	L	M	M	M	
Seismic Hazards: Tsunamis and Earthquakes																																									
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L			
Vulnerability	M	M	L	H	H	H	M	H	M	L	L	H	L	H	M	H	H	H	M	H	H	M	L	H	M	H	H	L	H	M	H	L	H	L	L	H	L	L	H		
Exposure	M	M	L	H	H	H	M	H	M	L	L	H	L	H	M	H	H	H	M	H	H	M	L	H	M	H	H	L	H	M	H	L	L	L	L	H	M	L	L	H	
Risk	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Agricultural Pests/Diseases																																									
Frequency	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
Vulnerability	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M
Exposure	L	H	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	H	L	L	L	L	L	L	L	L	L	L	L	L	
Risk	M	H	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	H	M	M	M	M	M	M	M	M	M	M	M	M
Drought																																									
Frequency	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	

Hazard Category <u>Vulnerability Rating</u> H: High M: Medium L: Low	Unincorporated County	MUNICIPALITIES																																						
		Atlantis	Belle Glade	Boca Raton	Boynton Beach	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland Beach	Hypoluxo	Juno Beach	Jupiter	Jupiter Inlet Colony	Lake Clarke Shores	Lake Park	Lake Worth Beach	Lantana	Loxahatchee Groves	Manalapan	Mangonia Park	North Palm Beach	Ocean Ridge	Pahokee	Palm Beach	Palm Beach Gardens	Palm Beach Shores	Palm Springs	Riviera Beach	Royal Palm Beach	South Bay	South Palm Beach	Tequesta	Wellington	Westlake	West Palm Beach
Vulnerability	H	M	H	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	H	M	M	M	M	M	M	H	M	M	M	M	
Exposure	H	L	H	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L	H	L	L	L	M	L
Risk	M	L	H	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	H	L	L	L	L	L	L	H	L	L	L	M	L
Wildfire/Urban Interface																																								
Frequency	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	M	L	L	L	L	L	L	M	L	L	L	L	M	L	L	L	M	L	
Vulnerability	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	M	L	L	L	L	L	L	M	L	L	L	L	M	L	L	L	M	L	
Exposure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Risk	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	M	L	L	L	L	L	L	M	L	L	L	L	M	L	L	L	M	L	
Muck Fires																																								
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	
Vulnerability	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Exposure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Risk	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Soil /Beach Erosion																																								
Frequency	L	L	L	M	M	L	L	L	M	L	L	L	M	L	M	M	L	L	M	M	L	L	M	L	M	M	L	M	L	M	L	M	L	M	L	M	L	L	L	
Vulnerability	L	L	L	H	H	L	L	L	H	L	L	L	H	L	H	H	L	L	H	H	L	L	H	L	H	H	L	H	L	H	L	H	L	H	L	L	L	H	L	L
Exposure	L	L	L	M	M	L	L	L	M	L	L	L	M	L	H	H	L	L	H	H	L	L	H	L	H	H	L	H	L	H	L	H	L	H	L	L	L	H	L	L
Risk	L	L	L	M	M	L	L	L	M	L	L	L	M	L	M	M	L	L	M	M	L	L	M	L	M	M	L	M	L	M	L	M	L	M	L	L	L	M	L	L
Geologic Hazards: Sinkholes and Subsidence																																								
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L

Hazard Category Vulnerability Rating H: High M: Medium L: Low	MUNICIPALITIES																																																		
	Unincorporated County	Atlantis	Belle Glade	Boca Raton	Boynton Beach	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland Beach	Hypoluxo	Juno Beach	Jupiter	Jupiter Inlet Colony	Lake Clarke Shores	Lake Park	Lake Worth Beach	Lantana	Loxahatchee Groves	Manalapan	Mangonia Park	North Palm Beach	Ocean Ridge	Pahokee	Palm Beach	Palm Beach Gardens	Palm Beach Shores	Palm Sprinos	Riviera Beach	Royal Palm Beach	South Bay	South Palm Beach	Tecucosta	Wellington	Westlake	West Palm Beach											
Vulnerability	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L						
Exposure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L				
Risk	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L			
Pandemic/ communicable diseases																																																			
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L				
Vulnerability	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M		
Exposure	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M		
Risk	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M		
TECHNOLOGICAL HAZARDS																																																			
Hazardous Materials Accident**																																																			
Frequency	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M		
Vulnerability	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
Exposure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L		
Risk	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
Radiological Accident																																																			
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L		
Vulnerability	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	
Exposure	M	L	L	L	L	L	L	L	L	L	L	M	L	L	M	M	M	M	L	M	L	L	L	L	L	M	L	L	M	M	M	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	
Risk	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L

Hazard Category <u>Vulnerability Rating</u> H: High M: Medium L: Low	MUNICIPALITIES																																														
	Unincorporated County																																														
	Atlantis	Belle Glade	Boca Raton	Boynton Beach	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland Beach	Hypoluxo	Juno Beach	Jupiter	Jupiter Inlet Colony	Lake Clarke Shores	Lake Park	Lake Worth Beach	Lantana	Loxahatchee Groves	Manalapan	Mangonia Park	North Palm Beach	Ocean Ridge	Pahokee	Palm Beach	Palm Beach Gardens	Palm Beach Shores	Palm Springs	Riviera Beach	Royal Palm Beach	South Bay	South Palm Beach	Tequesta	Wellington	Westlake	West Palm Beach								
Communications Failure																																															
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L					
Vulnerability	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M			
Exposure	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M			
Risk	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M			
Hazardous Material Release																																															
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L			
Vulnerability	M	M	M	M	M	L	M	M	M	M	L	M	L	M	L	M	M	M	M	M	M	L	L	M	M	L	M	L	M	M	M	M	M	M	M	M	M	M	M	M	M	M	L	L	M	L	M
Exposure	M	M	M	M	M	L	M	M	M	M	L	M	L	M	L	M	M	M	M	M	M	L	L	M	M	L	M	L	M	L	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M
Risk	M	M	M	M	M	L	M	M	M	M	L	M	L	M	L	M	M	M	M	M	M	L	L	M	M	L	M	L	M	L	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M
Transportation Accident																																															
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	
Vulnerability	M	L	M	M	M	L	L	M	M	L	L	M	L	M	L	M	L	L	M	M	M	M	L	M	L	L	L	M	L	M	L	M	L	M	L	M	L	M	L	M	L	M	L	M	L	M	M
Exposure	M	L	M	M	M	L	L	M	M	L	L	M	L	M	L	M	L	M	M	M	L	L	M	L	L	L	L	M	L	M	L	M	L	M	L	M	L	M	L	M	L	M	L	M	L	M	M
Risk	M	L	M	M	M	L	L	M	M	L	L	M	L	M	L	M	L	L	M	M	M	M	L	M	L	L	L	M	L	M	L	M	L	M	L	M	L	M	L	M	L	M	L	M	M	M	M
Wellfield Contamination																																															
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	
Vulnerability	M	L	L	M	M	L	L	M	L	L	L	M	L	L	L	M	L	L	M	L	L	M	L	M	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	M	M
Exposure	M	L	L	M	M	L	L	M	L	L	L	M	L	L	L	M	L	L	M	L	L	M	L	M	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	M	M
Risk	M	L	L	M	M	L	L	M	L	L	L	M	L	L	L	M	L	L	M	L	L	M	L	M	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	M	M	M	M	

Hazard Category <u>Vulnerability Rating</u> H: High M: Medium L: Low	MUNICIPALITIES																																												
	Unincorporated County	Atlantis	Belle Glade	Boca Raton	Boynton Beach	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland Beach	Hypoluxo	Juno Beach	Jupiter	Jupiter Inlet Colony	Lake Clarke Shores	Lake Park	Lake Worth Beach	Lantana	Loxahatchee Groves	Manalapan	Mangonia Park	North Palm Beach	Ocean Ridge	Pahokee	Palm Beach	Palm Beach Gardens	Palm Beach Shores	Palm Sprinos	Riviera Beach	Royal Palm Beach	South Bay	South Palm Beach	Tequesta	Wellington	Westlake	West Palm Beach					
Power Failure (Outages)																																													
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	L	L	L	L	M	L	L	L	L	L	L	L	L	L	L	L			
Vulnerability	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
Exposure	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
Risk	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
Dike Breach (Herbert Hoover Dike)																																													
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L		
Vulnerability	M	L	H	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	H	L	L	L	L	M	H	L	L	M	H	L	L	M	L	L		
Exposure	M	L	H	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	H	L	L	L	L	M	H	L	L	M	H	L	L	M	L	L		
Risk	M	L	H	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	H	L	L	L	L	M	H	L	L	M	H	L	L	M	L	L		
HUMAN CAUSED HAZARDS																																													
Civil Disturbance																																													
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	
Vulnerability	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Exposure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Risk	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Domestic Security: Terrorism, sabotage, and cyber attack																																													
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Vulnerability	M	L	M	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	M	M	L	L	M	L	M	L	M	L	L	L	L	L	L	M	
Exposure	M	L	M	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	M	M	L	L	M	L	M	L	M	L	M	L	L	L	L	L	M	
Risk	M	L	M	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	M	M	L	L	M	L	M	L	M	L	M	L	L	L	L	M		

Hazard Category <u>Vulnerability Rating</u> H: High M: Medium L: Low	MUNICIPALITIES																																														
	Unincorporated County	Atlantis	Belle Glade	Boca Raton	Bovnton Beach	Briny Breezes	Cloud Lake	Delray Beach	Glen Ridge	Golf	Greenacres	Gulf Stream	Haverhill	Highland Beach	Hypoluxo	Juno Beach	Jupiter	Jupiter Inlet Colony	Lake Clarke Shores	Lake Park	Lake Worth Beach	Lantana	Loxahatchee Groves	Manalapan	Mangonia Park	North Palm Beach	Ocean Ridge	Pahokee	Palm Beach	Palm Beach Gardens	Palm Beach Shores	Palm Sprinos	Riviera Beach	Royal Palm Beach	South Bay	South Palm Beach	Tecucosta	Wellington	Westlake	West Palm Beach							
Mass Migration																																															
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L			
Vulnerability	M	L	M	L	M	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	M	L	M	L	M	L	M	L	L	L	L	L	L	M	L		
Exposure	M	L	M	L	M	L	L	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	M	L	L	M	L	M	L	M	L	M	L	M	L	L	L	L	L	M	L	
Risk	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	
Workplace/school violence (active shooter/assailant)																																															
Frequency	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L		
Vulnerability	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M
Exposure	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M
Risk	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M

*Sea level rise is included as a flood hazard. **Coastal oil spill is considered a type of hazardous material accident.

Table A-3.1: Risk Assessment by Hazard and Vulnerability to People, Property, Environment, and Government Operations

Based on the vulnerability, probability, and risk assessments conducted of all possible hazards that could impact Palm Beach County's municipalities in tables A-1 through A-3, an analysis was made to determine the risk these hazards pose as a threat across the entire spectrum of community exposure and service elements that define the whole community for the county.

Risk is defined as the probability of loss and depends on three factors:

- Frequency
- Vulnerability
- Exposure

Frequency is defined as how often a known hazard produces a detrimental impact within the community. Vulnerability is defined as how quickly the county can recover from the incidents caused by the hazard. The longer it takes to recover from the incident, the higher the vulnerability factor. Exposure means the extent life, property, and community resources (including responders) face the detrimental impact(s) of the hazard.

Risk Measurement

The following scale was used to assess the risk potential to people, property, the environment, and government operations within the county using the magnitude classification system from Section 2.1 (pg. 18):

L=Low

A hazard with a "Low" risk rating indicates that it is not likely to have any measurable or lasting detrimental impact and will likely be rectified promptly with locally available resources, thus not considered a threat to the whole community.

1. People: The damage level to life is minimal (i.e., deaths and injuries) or there are no reported deaths and injuries.
2. Property: Damage to property is minimal or there are no reported damages to property.
3. Environment: No damage was done to the environment or little detrimental impact was caused by the disaster.
4. Government Operations: Local and county government operations were not interrupted by the disaster or results required minimal state or federal assistance.

A low overall risk rating indicates that the hazard has less than a 5% chance of occurring and should it occur, it will likely cause a minor disaster or an incident that will be rectified promptly by local or county resources.

M=Medium

A hazard with a “Medium” risk rating indicates that it has a 5%-15% chance of occurring and will likely cause a “Major Disaster” as defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122).

1. People: The damage level to life is significant (i.e., deaths and injuries). Reported numbers of victims meet the classification of a Mass Casualty Incident (MCI) Level 1 from the Mass Casualty/Mass Fatality Plan at a minimum¹.
2. Property: Reported damage to property is significant enough to warrant disaster assistance from the federal government under a Presidential Disaster Declaration².
3. Environment: Reported damage to the environment is significant enough to warrant disaster assistance from the federal government under a Presidential Disaster Declaration.
4. Government Operations: The economy and local and county government operations are partially or completely interrupted for some time by the disaster and results requires assistance from state or federal partnering agencies. Public confidence in the jurisdiction’s governance are detrimentally impacted.

A medium overall risk rating indicates one of the following results:

1. The hazard has a 5%-15% chance of occurring and will likely cause sufficient severity and magnitude to warrant disaster assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
2. The hazard has less than 5% chance of occurring based on historical data (e.g., radiological accident), but should it occur, the hazard will cause sufficient severity and magnitude to warrant disaster assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

As such, the hazard is considered a major threat to the whole community.

H=High

The hazard with a “High” risk rating indicates that it has more than 15% chance of occurring and will likely cause a catastrophic disaster.

1. People: A disaster caused by the hazard produces a substantial number of deaths and/or injuries.
2. Property: The hazard will likely cause extreme damage or destruction to facilities that provide and sustain human needs (e.g., hospitals, schools).
3. Environment: The hazard will likely cause a major detrimental impact on the environment (e.g., severe erosion of beaches).
4. Government Operations: The hazard will likely cause an overwhelming demand on state and local response resources and mechanisms. Local and private sector capabilities will have difficulties starting or sustaining and delivering governmental and community services.

¹ An MCI Level 1 is defined as an emergency involving 5-10 victims, 2 closest hospitals, and at least 1 Trauma Center.

² In order for a Presidential Disaster Declaration to be made, the Florida Division of Emergency Management must determine the need for federal assistance by reporting a threshold of the loss of governmental properties and need for individual assistance through a Preliminary Damage Assessment.

An overall high-risk rating indicates that the hazard has a probability of occurrence greater than 15% and is considered a significant threat to the community. Detrimental impacts from the hazard will require substantial time, resources, and/or outside assistance to rectify damages. More than likely, there will be long-term effects on the general economy, the private sector, and public confidence in the jurisdiction's governance.

Hazard	People Health and Safety of: • Residents • Visitors • Responders	Property • Private and Public owned • Facilities • Historical Resources • Infrastructure	Environment	Government Operations • Delivery of services • Continuity of government • Continuity of operations • Economy • Public confidence in jurisdiction's governance	Overall Risk
Natural Hazards					
Flood • Coastal and inland inundation • Sea level rise* • Storm surge	H	H	H	H	H
Hurricane/tropical storm	H	H	H	M	H
Tornado	M	M	L	L	M
Severe thunderstorms/ lightning	M	M	L	L	M
Drought	M	L	L	M	M
Extreme temperatures	M	L	L	M	M
Agricultural pests and diseases	M	L	L	M	M
Pandemic/ communicable diseases	M	L	L	M	M
Wildfire/ urban interface zone	L	L	L	L	L
Muck fire	L	L	L	L	L
Soil/beach Erosion	L	L	M	L	L
Geologic Hazards • Sinkholes • Subsidence	L	L	L	L	L
Seismic Hazards • Earthquakes • Tsunamis	L	L	L	L	L
Technological Hazards					
Hazardous materials accident**	M	M	M	M	M

Hazard	People Health and Safety of: • Residents • Visitors • Responders	Property • Private and Public owned • Facilities • Historical Resources • Infrastructure	Environment	Government Operations • Delivery of services • Continuity of government • Continuity of operations • Economy • Public confidence in jurisdiction's governance	Overall Risk
Hazardous materials release	M	M	M	L	M
Radiological accident • Nuclear Power Plant accident	M	L	M	L	M
Communications failure	M	L	L	M	M
Transportation system accident • Airplane • Ground • Rail • Maritime	M	M	L	L	M
Wellfield Contamination	M	M	H	L	M
Power failure • Outages	M	L	L	M	M
Dike Breach • Herbert Hoover Dike	M	M	M	L	M
Human Caused Hazards					
Domestic Security • Terrorism • Sabotage • Cyber attack	M	M	L	L	M
Workplace/school violence • Active Shooter/Assailant	M	M	L	M	M
Civil disturbance	L	L	L	L	L
Mass Migration	L	L	L	L	L

*Sea level rise is considered a type of flood. **Oil spill is considered a type of hazardous material accident.

Table A-4: Impact Analysis

An impact analysis was conducted to assess the potential of detrimental impacts from all possible natural, technological and human caused hazards in Palm Beach County. Results are based from previous vulnerability and risk assessments and are summarized in the following table according to essential elements that make up the whole community aspect of Palm Beach County. Impacts were measured against the following groupings:

1. Health and safety of the resident population in the affected area;
2. Health and safety of incident responders;
3. Continuity of government and non-government operations;
4. Property, facilities, and infrastructure;
5. Delivery of critical community services;
6. Environment
7. Economic and financial conditions
8. Regulatory and contractual obligations; and the
9. County's reputation, image, and/or ability to attract public and commercial interests.

An impact rating of "Low" for any hazard type means the hazard is not likely to have any measurable or lasting detrimental impact of a particular type and consequences will likely be rectified promptly with locally available resources. An impact rating of "Medium" means there will likely be a measurable detrimental impact, which may require some time to rectify and may require outside resources and/or assistance. An impact rating of "High" means the impact will likely be severe and of longer duration, and require substantial time, resources, and/or outside assistance to rectify. Multiple ratings indicate detrimental impacts might easily vary within the range indicated.

Although the PBC Comprehensive Emergency Management Plan (CEMP) allows for the flexibility and adaptability to provide the emergency organizational structure for all hazards, regardless of type or size, and identifies the roles, responsibilities, and lines of authority for that structure, 12 Core Hazards have been identified as likely causing major and catastrophic disasters. These hazards were found to have a classification of "Medium" and/or "High" impact to the county's community elements.

As such, 12 dedicated Hazard Specific Plans (HSPs) were developed to address the response, recovery, and mitigation of disasters caused by these hazards. In the following table, HSPs have been arranged vertically by alphabetical order (and not by severity of impact to the County) within categories as follows:

Natural	Technological	Human Caused
Agricultural Pests & Diseases	Dike Failure	Domestic Security
Communicable Disease	Hazardous Materials	Mass Migration
Fire	Nuclear Power Plant	Workplace/School Violence
Floods	Transportation	
Severe Weather		

Hazard	Health & Safety Residents	Health & Safety Responders	Continuity of Operations	Property, Facilities, Infrastructure	Historical Resources	Delivery of Services	Environment	Economic & Financial Conditions	Regulatory Contractual Obligations	Reputation of County
NATURAL HAZARDS										
Flood*	Medium	Medium	Low	Medium	Medium/	Medium	Medium	Medium	Low	Low
Tropical Storm	Medium	Medium	Low	Medium	Medium	Medium	Medium	Medium	Low	Low
Hurricane Cat 1	Medium	Medium	Low	Medium	Medium	Medium	Medium	Medium	Low	Low
Hurricane Cat 2	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Low	Low
Hurricane Cat 3	Medium/High	Medium/High	Medium/High	Medium/High	Medium/High	Medium/High	High	Medium/High	Medium	Low/Medium
Hurricane Cat 4	High	High	High	High	High	High	High	High	High	Medium/High
Hurricane Cat 5	High	High	High	High	High	High	High	High	High	Medium/High
Tornado	Low/Medium	Medium	Low	Low/Medium	Low/High	Low	Low/Medium	Medium	Low	Low
Severe thunder storms/lightning	Low	Low	Low	Low	Low/Medium	Low	Low	Low	Low	Low
Drought	Low	Low	Low	Low	Low	Low	Low/Medium	Medium/High	Low	Low
Extreme Temperature	Low/Medium	Low	Low	Low	Low	Low	Low/Medium	Medium	Low	Low
Agricultural Pest/Disease	Low	Low	Low	Low	Low	Low	Low/Medium	Medium/High	Low	Low/Medium
Pandemic/Communicable diseases	Medium	Medium	Medium	Low	Low	Low	Low	Medium	Low	Low
Wildfire/Urban Interface Zone	Low/Medium	Medium/High	Low	Medium/High	Low	Low	Low/Medium	Medium/High	Low	Low
Muck fire	Low	Low	Low	Low	Low	Low	Low	Low	Low	Low
Soil/beach erosion	Low	Low	Low	Low/Medium	Low/High	Low	Medium/High	Medium/High	Low	Low/Medium
Geologic hazards (Sinkholes and subsidence)	Low	Low	Low	Low	Low	Low	Low	Low	Low	Low
Seismic hazards (tsunamis and earthquakes)	Low	Low	Low	Low	Low	Low	Low	Low	Low	Low

Hazard	Health & Safety Residents	Health & Safety Responders	Continuity of Operations	Property, Facilities, Infrastructure	Historical Resources	Delivery of Services	Environment	Economic & Financial Conditions	Regulatory Contractual Obligations	Reputation of County
TECHNOLOGICAL HAZARDS										
Hazardous Materials Accident**	Medium/High	Medium/High	Low/Medium	Low	Low	Low	Medium/High	Low/Medium	Low	Low
Radiological Accidents	Low/Medium	Low/Medium	Low	Low	Low	Low	Low/Medium	Low/Financial	Low	Low/Medium
Communication Failure	Medium	Medium	Medium/High	Low	Low	Medium/High	Low	Medium/High	Low	Low
Hazardous Material Release	Medium/High	Medium/High	Low/Medium	Low	Low	Low	Medium/High	Low/High	Medium	Low/Medium
Transportation Accidents	Low/High	Low/High	Low/High	Low/High	Low	Low/Medium	Low	Low/High	Low	Low/Medium
Wellfield Contamination	Low/Medium	Low	Low	Low/Medium	Low	Low/Medium	Medium/High	Low/Medium	Low	Low
Power Failure (Outage)	Medium/High	Medium/High	Medium/High	Low/Medium	Low	Medium/High	Low	Medium/High	Low	Low/Medium
Dike Failure (Herbert Hoover Dike)	Medium	Medium	Low	Medium	Medium	Low	Low/Medium	Medium	Low	Low
HUMAN CAUSED										
Civil Disturbance	Low/High	Low/High	Low/High	Low/High	Low	Low/High	Low	Low/High	Low	Low/High
Domestic Security: Terrorism, sabotage, and cyber attack	Medium/High	High	Medium/High	Low/High	Low	Medium/High	Low/High	Low/High	Low/Medium	Medium/High
Mass Migration	Low/Medium	Low/Medium	Low	Low	Low	Low	Low	Low/Medium	Low	Low/Medium
Workplace/ school violence	Medium	Medium	Low	Low	Low	Low	Low	Low	Low	Low

*Sea level rise is included as a flood hazard. **Coastal oil spill is considered a type of hazardous material accident.

Table A-5: Data sources used for the Palm Beach County Hazard Vulnerability and Risk Assessment

Source	Data Type
Natural Hazards	
Hurricanes and Severe Storms (Includes Tropical Storms and Northeasters)	
Natural Hazards Research Center	Historical and current data on all types of natural hazards
Atlantic Hurricane Tracking Database	Historical data on hurricane tracks and intensities
NOAA Tropical Cyclone Database	Historical hurricane data
Colorado State University (Dr. Gray online site)	Hurricane probability
NASA Natural Disaster Reference Database	Historical data on all types of natural hazards
National Weather Service	Weather statistics
National Climate Data Center - On-Line Data Base	Weather statistics
Atlantic Ocean and Meteorological Laboratory, Hurricane Research Division	Hurricane forecast models
Federal Emergency Management Agency	Emergency management procedures
Tropical Storm Watch Database	Tropical storm data worldwide
Flood Insurance Rate Maps and Community Status Book	Areas vulnerable to potential rising water
Storm Surge Atlas for Palm Beach County (SLOSH model)	Areas vulnerable to storm surge flooding based on the SLOSH model
U. S. Geological Survey	Base maps and historical flood plain and elevation data
Florida State University (Meteorology Department)	Data and expertise concerning all Florida natural hazards
Florida Atlantic University	Data and expertise concerning all Florida natural hazards
National Severe Storms Laboratory	Storm effects data
Independent Insurance Agents of America (Natural Disaster Risk Database)	Probability data and estimated exposure Building code recommendations to reduce exposure
Florida Division of Emergency Management	<i>The Arbiter of Storms (TAOS)</i> @ maps and computer model projections as well as technical support and data

Source	Data Type
Florida Department of Environmental Protection	Environmental risk, exposure to hurricanes, environmental effects and hazards
Florida Game and Fresh Water Fish Commission	Hurricane effects of fish and wildlife
Florida Department of Corrections	Prison statistics and emergency management plans
Florida Department of Education	School and Board of Education emergency guidelines
South Florida Water Management District	Climatic and weather data, hydrologic data, water release schedules, and emergency management plans
Treasure Coast Regional Planning Council	Building codes and impacts of proposed statewide unified building code
Palm Beach County Airports Department	Weather data and hurricane protection procedures
Palm Beach County Comprehensive Growth Management Plan	Land management, zoning, and hurricane mitigation related ordinances
Palm Beach County Planning, Zoning, and Building Department	Building codes and zoning ordinances
Palm Beach County Property Appraiser	Tax assessor records for use in determining dollar value of exposed property
Palm Beach County Automated Information Management	Map products and GIS data
Palm Beach County Engineering and Public Works Department	Engineering, drainage, road elevations, and storm water data
Palm Beach County Environmental Resources Management Department	Environmental and beach erosion data
Palm Beach County Fire and Rescue	Critical facilities locations and emergency management plans
Palm Beach County Health Department	Critical facilities and health risk data
Palm Beach County School Board	Schools, shelter, and critical facilities data and emergency management plans
Palm Beach County Law Library	Building codes and ordinances
Palm Beach County Parks & Recreation Department	Environmental and recreational data and potential impacts data
Palm Beach County Public Safety Department Division of Emergency Management	Emergency management plans, historical data, critical facilities, special needs, and general guidance

Source	Data Type
Palm Beach County Division of Criminal Justice	County prison population and emergency management plans
Division of Animal Regulation	Animal protection, regulation, and control plans following natural disasters (hurricanes)
Palm Beach County Sheriff Department	Emergency management plans and law enforcement procedures following a natural disaster
Palm Beach County Tourist Development Council	Potential economic loss and specific areas of economic vulnerability
Palm Beach County Water Utilities	Critical facilities locations and emergency management procedures
Palm Beach County Red Cross	Historical data, shelter data, and emergency management plans
Florida Power and Light and Other Municipal/Private Power Companies (Lake Worth Utilities, etc.)	Power grid vulnerabilities, structure, and emergency management plans
Home Depot/Lowes	Emergency management supply plans for preparation and recovery
Publix/Winn Dixie	Emergency food supply plans
Southern Bell	Emergency communication maintenance plans
AT&T Wireless Services	Emergency communication maintenance plans
U. S. Cellular Wireless Communications	Emergency communication maintenance plans
The Palm Beach Post	Historical hurricane data
Local Radio and Television Stations	Critical facilities location and emergency management plans (operating plans) during natural disaster
Tornadoes and Thunderstorms	
Natural Hazards Research Center	Historical and current data on all types of natural hazard
The Tornado Project On-Line	Historical data
Optical Transient Detector Data Base	Lightning associated with thunder storms (lightning statistics)
NASA Natural Disaster Reference Database	Historical data all types of natural hazards
National Weather Service	Weather statistics
National Climate Data Center - On-Line Data Base	Weather statistics

Source	Data Type
NOAA Wind Related Fatalities Data Base	Wind related fatalities
NOAA Tropical Prediction Center	Storm predictions
Florida State University	Data and expertise concerning all Florida natural hazards
Florida Atlantic University	Data and expertise concerning all Florida natural hazards
National Severe Storms Laboratory	Storm and tornado statistics and storm effects
Independent Insurance Agents of America (Natural Disaster Risk Database)	Financial data concerning losses resulting from thunder storms and tornadoes
Florida Division of Emergency Management	Incident reports and historical data
South Florida Water Management District	Climatic data
Palm Beach County Airports Department	Weather data and protection plans and procedures during thunderstorms and tornadoes
Palm Beach County Fire and Rescue	Thunderstorm and tornado fire and fatality data
Palm Beach County Public Safety Department Division of Emergency Management	Thunderstorm and tornado historical data
Palm Beach County Division of Emergency Management	Historical data on thunderstorm and tornado related medical emergencies
Palm Beach County Red Cross	Historical data on impacts
Florida Power and Light and Other Municipal/Private Power Companies (Lake Worth Utilities, etc.)	Historical data on impacts to the power grid
Southern Bell	Historical data on communication impacts
AT&T Wireless Services	Historical data on communications disruptions
U. S. Cellular Wireless Communications	Historical data on communications disruptions
The Palm Beach Post	Historical data general
Local Radio and Television Stations	Historical data on losses and possible future losses
NASA Natural Disaster Reference Database	Lightning statistics
National Weather Service	Lightning strike data
National Climate Data Center - On-Line Data Base	Lightning strike data
NOAA Lightning Related Fatalities Data Base	Lightning fatalities
National Lightning Safety Institute (NLSI)	Lightning research and protection measures
Florida State University	Data and expertise concerning all natural hazards

Source	Data Type
Florida Atlantic University	Data and expertise concerning all natural hazards
University of Florida Lightning Research Laboratory	Current research on lightning causes and effects
National Severe Storms Laboratory	Lightning statistics
Independent Insurance Agents of America (Natural Disaster Risk Database)	Financial losses attributable to lightning and related electromagnetic discharges
Florida Department of Community Affairs, Division of Emergency Management	Data on major fires caused by lightning
Florida Fire Chief's Association	Data on fires caused by lightning
South Florida Water Management District	Data on lightning related losses
Palm Beach County Airports Department	Lightning data and protective measures
Palm Beach County Fire and Rescue	Lightning related fires and injuries
Palm Beach County Parks & Recreation Department	Data on lightning related losses
Palm Beach County Public Safety Department Division of Emergency Management	Lightning protection procedures
Palm Beach County Sheriff Department	Data on communication disruption
Florida Power and Light	Financial losses and power grid disruptions due to lightning
Southern Bell	Financial losses and communications disruptions due to lightning
AT&T Wireless Services	Financial losses and communications disruptions due to lightning
U. S. Cellular Wireless Communications	Financial losses and communications disruptions due to lightning
The Palm Beach Post	Historical data on significant lightning related events
Flooding	
Association of State Floodplain Managers	Floodplain data, flooding statistics, and mitigation approaches
Natural Hazards Research Center	Technical data on all natural hazards
NOAA Flood Related Fatalities Data Base	Flood related fatalities
NOAA Hydrologic Information Center	Hydrologic data
NOAA Tropical Cyclone Database	Rainfall associated with storm type events
NASA Natural Disaster Reference Database	Specific flooding and mitigation data nationwide
NASA Flood Hazard Research Center	Flood research and mitigation approaches

Source	Data Type
National Weather Service	Climatic data
National Climate Data Center - On-Line Data Base	Weather/rain fall historical data
National Flood Proofing Committee Data Base	Mitigation procedures
National Association of Flood and Storm Water Management Agencies	Storm water management data and procedures
Atlantic Ocean and Meteorological Laboratory, Hurricane Research Division	Historical meteorological data
Federal Emergency Management Authority	Historical flooding data
Tropical Storm Watch Database	Rainfall events and flooding data
Flood Insurance Rate Maps and Community Status Book	Identification of properties within the flood plane
U. S. Geological Survey	Topographic maps
U. S. Army Corps of Engineers	Historical flooding data and flood prevention projects
Dartmouth Flood Observatory	Flooding research
Earth Satellite Corporation (EarthSat) Flood watch Data Base	Historical flooding data
Florida State University	Data and expertise concerning all Florida natural hazards
Florida Atlantic University	Data and expertise concerning all Florida natural hazards
National Severe Storms Laboratory	Rainfall data and related flooding events
Independent Insurance Agents of America (Natural Disaster Risk Database)	Property and financial losses as a result of flooding
Florida Department of Community Affairs, Division of Emergency Management	Historical data on flooding events in Palm Beach County
Florida Association of Floodplain Managers	Flooding data specific to Florida
Florida Department of Environmental Protection	Environmental parameters and risk associated with flooding
Florida Game and Fresh Water Fish Commission	Wildlife resources impacted by flooding
South Florida Water Management District	Water management, hydrology, and flood prevention procedures
Palm Beach County Planning, Zoning, and Building Department	Zoning ordinances and building codes that affect flood protection
Palm Beach County Property Appraiser	Property value within flood zones

Source	Data Type
Palm Beach County Automated Information Management	Historical flooding and critical facilities in flood zones
Palm Beach County Engineering and Public Works Department	Highway and storm water management procedures
Palm Beach County Environmental Resources Management Department	Water resources and flooding data
Palm Beach County Fire and Rescue	Flooding associated fires and injuries
Palm Beach County Health Department	Disease risk and contamination potential associated with flooding
Palm Beach County Parks & Recreation Department	Recreational resources at risk due to flooding
Palm Beach County Public Safety Department Division of Emergency Management	Historical flooding data and emergency management procedures
Division of Animal Regulation	Animal control problems associated with flooding
Palm Beach County Sheriff Department	Emergency management procedures associated with flooding
Palm Beach County Water Utilities	Critical facilities at risk due to flooding and potential impacts
Independent Drainage Districts	All independent drainage districts will be contacted for historical data and identified areas at risk
Palm Beach County Red Cross	Historical flooding data and repetitively damaged structures data
Florida Power and Light	Flooding emergency plans and critical facilities at risk
The Palm Beach Post	Historical data on flooding incidents
Freezing Temperatures	
National Climate Data Center - On-Line Data Base	Historical records on freezing temperatures
National Weather Service	Historical records on freezing temperatures
U. S. Department of Agriculture - County Extension Agents	Local agricultural data on frequency, impacts, and financial losses due to freezing temperatures
Florida Citrus Commission	Frequency and amount of financial losses to citrus crops due to freezing temperatures and long term industry impacts
Florida Department of Citrus	Frequency and amount of financial losses to citrus crops due to freezing temperatures and current mitigation strategies

Source	Data Type
Florida Department of Agriculture & Consumer Services	Frequency and amount of financial losses to all agricultural business as a result of freezing temperatures
Florida Farm Bureau	Frequency and amount of financial losses to all agricultural business as a result of freezing temperatures and current mitigation and risk reduction strategies
Florida State University	Agricultural research and new mitigation strategies to reduce freeze impacts
Florida Atlantic University	Freeze impacts to aquaculture industry
University of Florida	Agricultural research and new mitigation strategies to reduce freeze impacts
University of Miami	Agricultural research and new mitigation strategies to reduce freeze impacts
Florida Department of Environmental Protection	Environments at risk from freezing and environmental consequences of current agricultural mitigation strategies
South Florida Water Management District	Climate records and water demands associated with freeze mitigation
Palm Beach County Department of Agriculture	Historical impact and financial losses resulting from freezing temperatures in Palm Beach County
Palm Beach County Citrus and Farming Interest	Historical freeze losses and current mitigation strategies
Palm Beach County Red Cross	Impacts to poor and homeless due to freezing temperatures
Wildfires/Urban interface Zone and Muck Fires	
National Weather Service	Climate data/drought predictions
National Interagency Coordination Center Reports	Wildfire reports
National Climate Data Center - On-Line Data Base	Climate data
U. S. Forest Service	Wildfire reports and preventative measures
U. S. Department of Agriculture - County Extension Agents	Controlled burning/muck deposits
U. S. Geological Survey	Soil types/muck deposits
Florida Geological Society	Soil types/muck deposits

Source	Data Type
The Wildfire Assessment System	Wildfire statistics and containment procedures
Florida Forest Protection Bureau	Florida specific wildfire statistics and current preventative practices
Florida Department of Environmental Protection	Natural resources at risk and protective measures
Florida Fire Chief's Association	Florida specific wildfire statistics, firefighting technology, and potential mitigation measures for Florida communities
South Florida Water Management District	Water resources and right of way management practices
Palm Beach County Department of Agriculture	Land use patterns in Palm Beach County to establish areas at risk
Palm Beach County Planning Zoning & Building Department	Land use patterns in Palm Beach County to establish areas at risk
Palm Beach County Parks & Recreation Department	Land use patterns in Palm Beach County to establish areas at risk
Palm Beach County Fire Rescue - Fire Prevention Bureau	Land use patterns in Palm Beach County to establish areas at risk and current or in-place protective measures
Wildfire Magazine Data Base	Wildfire statistics
Palm Beach Post	Historical data on Palm Beach County wildfires/muck fires
Drought and High Temperatures	
National Weather Service	Climate data and drought predictions
National Climate Data Center - On-Line Data Base	Climate data
U.S.G.S. Historical and Real Time Data on Water Resources of South Florida	Water resources
U. S. Department of Agriculture - County Extension Agents	Historical data on droughts and the economic impacts to local agriculture
Florida Citrus Commission	Economic losses to the citrus industry from droughts
Florida Department of Citrus	Economic losses to the citrus industry from droughts and current irrigation technology
Florida Forest Protection Bureau	Drought statistics
Florida Department of Environmental Protection	Environmental impacts of droughts to natural ecosystems
Florida Department of Agriculture & Consumer Services	Agricultural losses due to droughts and current irrigation technology

Source	Data Type
South Florida Water Management District	Water allocations during drought conditions
Palm Beach County Department of Agriculture	County specific economic losses from drought and current economic vulnerability
Palm Beach County Parks & Recreation Department	Recreational resources impacted by droughts
Palm Beach County Water Utilities	Impacts from droughts of the potable water supplies and impacts in urban areas Water rationing plans
Municipal water utilities	Impacts of and water allotment plans during times of droughts in cities Water rationing plans
Coastal & Beach Erosion	
Florida Inland Navigational District	Maintenance records for the Intracoastal Waterway and other Palm Beach County navigable waters
South Florida Water Management District	Canal maintenance and erosion
Palm Beach County Environmental Resources Department	Environmental problems associated with erosion control and natural resources threatened by erosion
Palm Beach County Engineering and Public Works Department	Current erosion prevention measures
Palm Beach County Parks & Recreation Department	Current erosion prevention measures
Palm Beach County Coastal Municipalities	Current erosion prevention measures
Jupiter Inlet District	Information on beach erosion in and around Jupiter Inlet
Port of Palm Beach	Information on beach erosion in and around channel and inlet
Agricultural Pest and Diseases	
U. S. Forest Service	Forest diseases and current problem/preventative measures
U. S. Dept. of Agriculture - County Extension Agents	Local agricultural pest and potential exotic treats
U. S. Customs	Current programs to prevent introduction of agricultural pest and diseases
Florida Farm Bureau	Economic losses due to agricultural pest and diseases

Source	Data Type
Florida Citrus Commission	Citrus losses due to agricultural pest and diseases
Florida Forest Protection Bureau	Forest diseases and current problem/preventative measures
Florida State University	Agricultural research and pest control
Florida Atlantic University	Agricultural research and pest control
University of Florida	Agricultural research and pest control
University of Miami	Agricultural research and pest control
Florida Department of Environmental Protection	Environmental resources at risk and environmental consequences of current or proposed control measures
Florida Department of Agriculture & Consumer Services	Economic losses from agricultural pest and diseases and current control technology
Palm Beach County Department of Agriculture	Economic losses and current control programs
Palm Beach County Parks & Recreation Department	Pest control programs on public lands
Seismic Hazards	
U. S. Geological Survey	Geologic structure and seismic risk
Florida Geological Society	Geologic structure and soil characteristics
Technological Hazards	
Radiological Hazards	
U. S. Nuclear Regulatory Commission	Nuclear power plant regulation, accident statistics, and emergency procedures
Federal Emergency Management Agency	Nuclear power plant accident statistics, and emergency procedures
National Emergency Management Agency	Nuclear power plant and radiological emergency management procedures
Florida Division of Emergency Management	Nuclear power plant and radiological emergency management procedures
Florida Emergency Preparedness Association	Radiological emergency management procedures
State & Local Emergency Data Users Group Data Base	Radiological accident management database
Florida Power and Light Emergency Plan	Industry emergency management plans
Palm Beach County Division of Emergency Management Comprehensive Emergency Management Plan (CEMP)	Local radiological emergency management plan

Source	Data Type
Hospital Plans - Both Radiological Materials Disposal (Hazardous Waste) and Mass Radiation Casualties or Nuclear Accident Plans	Local radiological emergency plans and safeguards
Hazardous Materials	
Federal Emergency Management Agency	Hazardous material emergency management guideline
National Transportation Safety Board	Hazardous material transport regulation, spill cleanup procedures, and spill statistics
Occupational Safety and Health Agency	Hazardous material handling requirements
U. S. Environmental Protection Agency	List of hazardous materials
Hazardous Chemicals Database (On-line)	Hazardous materials data
Material Safety Data Sheets (On-line)	Specific chemical facts
State Emergency Response Commission (SERC) Emergency Plan for Hazardous Materials	Spill response procedures
Florida District and Local Emergency Planning Committee (LEPC) Emergency Plan for Hazardous Materials	Local sources and emergency management plans (vulnerabilities)
Facilities Database for Users of Extremely Hazardous Substances (EHS) and Hazardous Materials	Geo-referenced local database of users
Florida Division of Emergency Management	Methodology for handling hazardous material releases
Florida Emergency Preparedness Association	Methodology for handling hazardous material releases
Florida Department of Transportation	Highway spill data for hazardous material spill data Methodology for handling hazardous material releases
State & Local Emergency Data Users Group Database	Spill and release of hazardous materials statistics
Florida Fire Chiefs Association	Hazardous material emergency plans and containment procedures Spill/release statistics
Palm Beach County Division of Emergency Management	Methodology for handling hazardous material releases
Palm Beach County Fire Rescue	Methodology for handling hazardous material releases
Municipal Fire and Police Departments	Methodology for handling hazardous material releases

Source	Data Type
Palm Beach County Health Department	Methodology for handling hazardous material releases and emergency treatment procedures
Identified Users of EHS Emergency Plans	Industry control and emergency management plans for hazardous material
Local Gasoline and Natural Gas Companies	Location of critical facilities/infrastructure elements
Transportation System Accidents	
Federal Aeronautical Administration	Aircraft accident statistics and airport safety procedures
National Transportation Safety Board	Aircraft accident statistics
U. S. Coast Guard	Boating/shipping accidents (including oil and hazardous materials releases) and spill containment procedures
Florida Department of Transportation - Motor Carrier Compliance Division	Truck accidents (including oil and hazardous materials releases)
Florida Highway Patrol	Truck accidents (including oil and hazardous materials releases)
Florida Marine Patrol	Boating/shipping accidents (including oil and hazardous materials releases) and spill containment procedures
Palm Beach County Airports Department	Aircraft accident statistics and airport safety procedures
Palm Beach International Airport	Aircraft accident statistics and airport safety procedures
Port of Palm Beach Port Authority	Port management, accident statistics, and emergency management procedures
Palm Beach County Sheriff's Department - Marine Unit and Environmental Crimes Unit	Boating/shipping accidents (including oil and hazardous materials releases), spill containment procedures, and environmental crimes statistics
Florida East Coast Railway	Railway accident statistics (including oil and hazardous materials releases), and safety procedures
CSX Rail	Railway accident statistics (including oil and hazardous materials releases), and safety procedures
Palm Beach County Fire Rescue	Accident statistics involving injuries in Palm Beach County
Municipal police and fire departments	Accident statistics involving injuries in the cities
Power/Communications/Computer Grid System Failures	

Source	Data Type
Florida Power and Light Emergency Management Plans and Historical Database	Historical data and emergency management plans
Bell South Emergency Management Plan and Historical Database	Historical data and emergency management plans
Cellular and Satellite Communication Companies	Historical data and emergency management plans
The Banking Industry (Large Area Network - LANs Protection and Emergency Restoration Plans, as well as historical data on system failures)	Historical data and emergency management plans
Human Caused Hazards	
Civil Disturbance	
Federal Bureau of Investigation Database	Historical data
National Security Council Database	Historical data and risk analysis
Drug Enforcement Agency Database	Historical data
Immigration and Naturalization Service Database	Historical data
U. S. Customs Service	Historical data
U. S. Census Database	Population demographics
Florida Department of Law Enforcement	Historical data and situation plans
Florida Department of Health Education and Welfare	Historical data
Palm Beach County Sheriff's Department	Historical data and situation plans
Municipal Police Departments	Historical data and situation plans
Palm Beach County Fire Rescue	Historical data and situation plans
Palm Beach County Division of Emergency Management	Historical data and situation plans
Domestic Security: Terrorism, Sabotage, and Cyber Attacks	
Federal Bureau of Investigation Database	Historical data, situation plans, and risk analysis
National Security Council Database	Historical data, situation plans, and risk analysis
Drug Enforcement Agency Database	Historical data
Immigration and Naturalization Service Database	Historical data and preventative measures
U. S. Census Database	Population demographics
Florida Department of Law Enforcement	Historical data, situation plans, and risk analysis
Florida Department of Health Education and Welfare	Population demographics
Palm Beach County Sheriff Department	Historical data, situation plans, and risk analysis

Source	Data Type
Municipal Police Departments	Historical data, situation plans, and risk analysis
Palm Beach County Fire Rescue	Historical data, situation plans, and risk analysis
Palm Beach County Division of Emergency Management	Historical data on injuries
American Society for Industrial Security	Risk analysis techniques and database
Mass Migration	
U. S. Coast Guard	Historical data and situation plans
Immigration and Naturalization Service	Historical data, situation plans, and risk analysis
Florida Marine Patrol	Situation plans and interagency coordination
Florida Department of Law Enforcement	Historical data, situation plans, risk analysis, and interagency coordination
Florida Department of Health, Education and Welfare	Population demographics
Palm Beach County Sheriff Department	Historical data, situation plans, risk analysis, and interagency coordination
Municipal Police Departments	Historical data, situation plans, risk analysis, and interagency coordination
Palm Beach County Fire Rescue	Situation plans and interagency coordination
Palm Beach County Division of Emergency Management	Historical data and medical risk analysis
Workplace/School Violence	
Palm Beach County Division of Emergency Management	Workplace/School Violence Hazard Specific Plan
Miscellaneous Data Sources	
Federal Bureau of Investigation Database	Historical data
National Security Council Database	Historical data
Drug Enforcement Agency Database	Historical data
Immigration and Naturalization Service Database	Historical data
U. S. Census Database	Population demographics
U. S. Public Health Service	Disease risk
Florida Department of Law Enforcement	Historical data
Florida Department of Health Education and Welfare	Historical data
Florida Department of Labor	Historical data

Source	Data Type
Palm Beach County Sheriff Department	Historical data
Municipal Police Departments	Historical data
Palm Beach County Fire Rescue	Historical data
Palm Beach County Health Department	Historical data

Sources used by HVA Subcommittee for 2020 LMS Update:

Florida Division of Emergency Management	State Hazard Mitigation Plan Hazard Profile Drafts (2017)
Treasure Coast Regional Planning Commission	Palm Beach County Appendix, 2016 Supplemental Summary, Statewide Regional Evacuation Summary
Florida Department of Environmental Protection	The Favorability of Florida's Geology to Sinkhole Formation (2017)
Florida Division of Emergency Management	Mitigation Goals and Capabilities (2018 Draft)
Florida Division of Emergency Management	Florida Repetitive Loss Strategy (2017 Draft)

The above referenced plans and studies were used throughout this document as a review and incorporation of existing plans, studies, reports, and technical information in order to bolster this LMS plan.

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Appendix B: Countywide Mitigation Initiatives

Appendix B provides a description of representative mitigation programs and initiatives undertaken by PBC and its jurisdictions, and the principles guiding intergovernmental coordination. These programs and initiatives served as the basis for the mitigation projects outlined in Appendix E. This appendix includes:

Section B-1 Mitigation Initiatives of PBC

This section addresses, in part, the following FEMA requirements:

Requirement §201.6(c)(3)(i): The hazard mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

Requirement §201.6(c)(3)(ii): The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. The mitigation strategy must also address the jurisdiction's participation in the National Flood Insurance Program (NFIP), and continued compliance with NFIP requirements, as appropriate.

Requirement: §201.6(c)(3)(iii): The mitigation strategy section shall include an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization *shall* include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

B-1: PBC Initiatives

Palm Beach County and its 39 municipalities participate in a full range of federal, state, and local mitigation programs and initiatives. Representative of these programs and initiatives are the LMS, Community Rating System (CRS), National Flood Insurance Program (NFIP), Flood Mitigation Assistance Program (FMA), Pre-Disaster Mitigation Program (PDM), Hazard Mitigation Grant Program (HMGP), Emergency Management Preparedness & Assistance Program (EMPA), CERT, Continuity of Operations, Post Disaster Redevelopment Plan (PDRP), ESF18, Private-Public Partnerships, counter-terrorism, radiological emergency preparedness initiatives, hazardous materials, etc. The overarching purpose of these activities is the elimination or mitigation of hazards presenting significant risk to PBC and its residents. The Palm Beach County Division of Emergency Management successfully obtained accreditation by the Emergency Management Accreditation Program (EMAP) in 2016, proving its commitment to the highest standards in emergency management, including mitigation measures. PBCDEM is committed to, and has been evaluated and accredited as completing EMAP Standards 4.1 through 4.4 relating to mitigation programs. These standards include:

- Hazard Identification, Risk Assessment, and Consequence Analysis,
- Hazard Mitigation,
- Prevention, and
- Operational Planning and Procedures.

The LMS program and its companion mitigation programs are described in detail in Section 4.1.4.

A major mitigation priority of the LMS is the reduction of repetitive flood losses to properties. The County and its CRS participating municipalities track repetitive loss properties countywide on an ongoing basis using data gathered annually from FEMA and the State's Focus reports. For mitigation planning and strategy development purposes, LMS maintains updated GIS maps and informational databases of repetitive loss property locations relative to historical flood areas and designated Special Flood Hazard Areas. Repetitive loss properties are an ongoing discussion and planning priority for the LMS, CRS, and Flood Mitigation Technical Advisory committees. These committees, comprised of public and private sector representatives, are encouraged to develop and promote mitigation project ideas and strategies. As a result, a majority of the projects on the Prioritized Project List (PPL) are flood mitigation projects.

In accordance with CRS guidelines, letters are mailed annually to repetitive loss property owners by PBC and municipalities, explaining NFIP program benefits, the availability of mitigation assistance funding through the FMA and other mitigation assistance programs. Non-CRS members of the LMS are encouraged to stay in compliance with NFIP standards.

Information and support is provided in a variety of forms to potential FMA applicants to assist them in developing projects and preparing application packages. Through PBC's LMS committee structure, members of the Technical Advisory Committee is

available to offer technical guidance and assistance to applicants, including assistance in preparing benefit-cost analyses.

Mitigation projects are prioritized and implemented according to their direct potential for loss reduction or for their potential in contributing to longer-term, comprehensive plans and strategies for loss reduction. Once projects are underway, it is the responsibility of each jurisdiction to support and monitor performance in accordance with FEMA, state and local guidelines and codes, and to oversee and coordinate documentation and funding processes.

In addition to support of projects, mitigation is encouraged and promoted through a variety of community awareness and education activities including presentations, workshops, expos, panel discussions, plan reviews, publications, websites, etc. prepared and presented utilizing networks of public-private sector partners. As opportunities present themselves, lending institutions and insurers are urged to provide financial incentives for mitigation. Jurisdictions are urged to accelerate permitting and inspections and, if allowable, to waive or reduce fees for mitigation projects. In addition to mitigation incentives, millions of dollars of annual insurance premium savings are realized by a significant segment of PBC residents residing within the County's CRS participating jurisdictions.

Involvement of Planning, Zoning, and Building, Fire-Rescue, and other departments in LMS activities, including committee participation, bolsters communication among key agencies and the LMS. This ensures that mitigation interests are appropriately represented in local building codes, fire codes, land-use ordinances, flood loss prevention ordinances, and other governing documentation.

The PBC LMS plan articulates the goals and objectives of the County and its municipalities to avoid and/or reduce long-term vulnerability to hazards identified by the hazard identification and risk assessment processes. More detailed descriptions of the strategies, programs, and actions are contained in the body of the plan and reflected in the list of prioritized projects in Appendix E. Under the committee structure of the LMS program, increased attention is given to expanding and refining hazard-specific mitigation strategies exclusive of jurisdictional boundaries, capabilities, and interests, and to giving appropriate attention to mitigation in planning future land uses (see Appendix C).

The process and criteria employed for ranking mitigation projects and initiatives are described in detail in Section 4.0 of the LMS plan. In response to federal guidelines applying to grant awards through the Pre-Disaster Mitigation, Flood Mitigation Assistance, and HMGPs, particular emphasis is given to technically feasible and environmentally responsible projects having attractive ratios of loss reduction benefits to cost. Projects involving worthy benefits that are difficult to quantify are given serious consideration, in light of different sets of criteria and are referred to appropriate alternative funding sources not requiring stringent benefit-cost justifications.

Short-term and long-term recovery strategies are addressed by the County and municipal Continuity of Operations Plans, the CEMP, the Post-Disaster Redevelopment Plan, and specialized plans and procedures covering key recovery issues such as debris removal, public services resumption, temporary housing, unmet needs, etc. These plans, procedures, and projects address and provide guidance on priorities, processes, schedules, resource requirements, restoration, and redevelopment of critical facilities, infrastructure, services, and economic redevelopment.

The PBC Comprehensive Plan (COMP) includes the following elements: Land Use, Transportation, Housing, Utility, Recreation and Open Space, Conservation, Coastal Management, Intergovernmental Coordination, Capital Improvement, Economic, Fire-Rescue, Public School Facilities, Health and Human Services, Library Services and Historic Preservation. These elements define the components of the community and the inter-relationship among them, integrating the complex relationships of each of these elements in reference to the people who live, work, and visit PBC. Linkages of the COMP plan and LMS have been incorporated into the COMP plan.

Post-disaster mitigation initiatives are developed in response to needs and opportunities identified through collective federal, state, and local inputs following the guidance offered by the Post Disaster Redevelopment Plan. The County and LMS members are also available to work state and federal Mitigation Assessments Teams. It is PBC's goal following disasters to rebuild to a higher standard (meeting or exceeding codes) and, whenever practicable, to apply sound mitigation practices to reduce future risk.

Appendix C: Incorporation into Other Planning Mechanisms

This appendix addresses the following FEMA requirement:

Requirement §201.6(c)(4)(ii): The plan shall include a process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, where appropriate.

Under the direction of the LMS Steering Committee and the LMS Coordinator, the ad hoc Plan Integration Committee interfaces with appropriate governmental and non-governmental agencies and offices to ensure LMS goals, objectives, data, and priorities are consistent with and cross-referenced with those articulated in other existing plans. This is done with coordination of all 39 municipalities. In addition, the LMS will seek opportunities at the regional, county, and municipal levels to:

- Update plans, policies, regulations, and other directives to include hazard mitigation priorities
- Encourage the adoption of mitigation priorities within capital and operational budgets and grant applications
- Share information on grant funding opportunities
- Offer guidance for carrying out mitigation actions
- Explore opportunities for collaborative mitigation projects and initiatives

Municipalities

Through our dedicated LMS Working Group meetings, all jurisdictions, including unincorporated PBC, consistently incorporate lessons learned and mitigation actions taken into their local plans, including the Comprehensive Plan, LMS, CEMPs, Capital Improvement Plan, and other local plans in which mitigation can play a role in the planning process. This plan is able to describe each community's process to integrate the data, information, and hazard mitigation goals and actions into other planning mechanisms in some of the following examples:

- The municipalities have established basic Emergency Management Plans that produces the procedures for all activities of the municipality before, during, and after recognized emergencies.
- A Storm Water Management Plan, which is focused on flood-related hazards and defines the relevant mitigation goals, evaluates appropriate and feasible mitigation measures and prioritizes such measures into an Action Plan for systematic implementation.
- A Floodplain Management Plan manages land and building development in the floodplain. All cities within the county are striving to establish a floodplain management plan and participate in the CRS. The NFIP has stated that the LMS may serve as a floodplain management plan for its participants. All our municipalities and water management districts utilize the LMS as the floodplain management plan.

- A Comprehensive Growth Management Plan controlling growth and development within the municipality.

Municipal and County Agencies and Mitigation Functions

PBC municipalities and water management districts each have within their structure certain departments and agencies which affect and promote mitigation. While these agencies may have slightly different names from village to town to city, the role they perform in the mitigation function remains similar.

PBC Public Works operates and maintains and operates drainage systems and the secondary canals throughout the County, working with the SFWMD and water management districts to implement flood control operations, when required.

Police and fire rescue departments: Many of the municipalities maintain their own Police Departments and/or fire rescue departments. Emergency responders are essential for alert and notification, lifesaving response, prevention and protection activities that all contribute to lessening the impact of identified hazards. The police and fire rescue departments also conduct educational seminars to residents to spread awareness on hazard awareness and emergency preparedness.

The Planning, Zoning, and Building Department: The functions of this department relate extensively to a wide range of mitigation projects and on-going mitigation activities. In most of our cities, the County Building Official is responsible for interpreting and enforcing all laws, codes, ordinances, regulations and municipal policies related to the construction, improvement, expansion, repair or rehabilitation of buildings within the whole County. These departments ensure that all new construction complies with the Florida Building Code which in itself is a major contribution to hazard mitigation. The department is responsible for the management of land development in Special Hazard Areas; preservation of open space; general control of land use intensities; and coordination between the capacity of public infrastructure in relation to proposals of private development. They also ensure all proposed developments in the County conforms to comprehensive plans as it relates to urban design of public areas and buildings, infrastructure planning and maintenance of flood data and other statistical information.

Planning and Development Department: Often as a part of the building department and even, at times, a part of public works. However, a number of our municipalities maintain planning and development as a separate entity which interacts within the mitigation strategy in many ways and must be part of the overall strategy especially in the area of urban land use.

Public Works Department: In most of our cities this department is responsible for construction and maintenance of roads, bridges and waterways, and storm water management including drainage system development, inspection and maintenance, all functions that relate in various ways to hazard mitigation. Public works activities are a major component of any mitigation strategy.

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Appendix D: Public Involvement in the LMS Planning Process

This appendix addresses the following FEMA requirements:

§201.6(b)(1) and §201.6(c)(1): The plan will document how the public was involved in the planning process during the drafting stage.

§201.6(c)(4)(iii): The plan must describe how the jurisdiction will continue to seek public participation after the plan has been approved and during the plan's implementation, monitoring, and evaluation.

The PBC LMS Steering Committee, Working Group, and Revisions Subcommittee worked extensively to gather public interest in reviewing the current plan and providing suggestions or input on the future draft of the plan that you are now reading. There were two (2) public input meetings held prior to any changes being made in the document, in order to gather this public information. The meetings were advertised through press releases, the LMS Times (LMS's quarterly newsletter that is distributed to the public through municipalities and the DEM website), social media (Facebook and Twitter), the DEM webpage, and through our LMS membership through their public interface in other outreach programs being conducted in the lead-up to the meetings.

Public input meetings were held on September 28, 2017 and October 4, 2017 during both business hours and after-hours in order to maximize availability to interested citizens. Unfortunately, even with all the effort to gain public interest, very few members of the public attended. Those that did attend did not provide any new information that was not already included in the current LMS document, or had already been identified in the future draft that was about to be written.

The LMS Coordinator, at the direction of the LMS Steering Committee, also produced an online survey to gather information from members of the public as to hazards, vulnerabilities, and mitigation for those that were unable to attend a meeting in person. This online survey was advertised via the DEM website, various municipality webpages, social media, and word of mouth. The survey ran for two months and received several responses. The results of those responses were forwarded to the Revisions Subcommittee and the Steering Committee for possible inclusion into the LMS2020 draft document. However, due to Hurricane Irma striking during the time that the survey was online, many of the responses were very hurricane-oriented in nature, not useful for other hazards, and did not provide any new usable information for the LMS2020 draft.

Finally, a brochure was produced asking for public input on hazards and mitigation strategies against hazards within PBC, and was distributed by the members of the LMS Working Group, Steering Committee, and Revisions Subcommittee throughout PBC. These brochures announced the public meetings as well as asking for public input through email to the LMS Coordinator. Many municipalities placed these brochures in highly-visible and

trafficked public areas within their town halls, some were given out at various public outreach events, to neighborhood associations, and placed at other public places (such as grocery stores) in an effort to get public input.

Another public meeting, brochure, and online survey was done after the final draft was completed and awaiting approval, to give the public the opportunity to review the final draft document and make any suggestions for editing. There were two (2) public input meetings held, in order to gather this public information. The meetings were advertised through press releases, the LMS Times (LMS's quarterly newsletter that is distributed to the public through municipalities and the DEM website), social media (Facebook and Twitter), the DEM webpage, and through our LMS membership through their public interface in other outreach programs being conducted in the lead-up to the meetings.

Public input meetings on the final draft were held on May 2, 2019 and May 20, 2019 during both business hours and after-hours in order to maximize availability to interested citizens. Unfortunately, even with all the effort to gain public interest, very few members of the public attended.

The LMS Coordinator, at the direction of the LMS Steering Committee, also produced an online survey to gather information from members of the public as to hazards, vulnerabilities, and mitigation for those that were unable to attend a meeting in person. This online survey was advertised via the DEM website, various municipality webpages, social media, and word of mouth. The survey ran for four (4) weeks and received few responses. The results of those responses were forwarded to the Revisions Subcommittee and the Steering Committee for possible inclusion into the LMS2020 draft document. However, many of the responses were very hurricane-oriented in nature, not useful for other hazards, and did not provide any new usable information for the final LMS2020 draft.

Finally, a brochure was produced asking for public input on hazards and mitigation strategies against hazards within PBC, and was distributed by the members of the LMS Working Group, Steering Committee, and Revisions Subcommittee throughout PBC. These brochures announced the public meetings as well as asking for public input through email to the LMS Coordinator. Again, many municipalities placed these brochures in highly-visible and trafficked public areas within their town halls, some were given out at various public outreach events, to neighborhood associations, and placed at other public places (such as grocery stores) in an effort to get public input.

During the plan's implementation, monitoring, and evaluation, the LMS Steering Committee will continue to reach out to the public for input. This will be done through public meetings, online surveys, LMS newsletters, outreach presentations, social media posts, or a combination of any of these methods.

The following pages present documentation from the public input outreach that was conducted prior to the drafting of the LMS2020 update. The first set of pages deal with the public meetings.



Public Affairs Department
 P.O. Box 1989
 West Palm Beach, FL 33402-1989
 (561) 355-2754
 FAX: (561) 355-3819
 www.pbcgov.com



Palm Beach County
 Board of County
 Commissioners
 Paulette Burdick, Mayor
 Melissa McKinlay, Vice Mayor
 Hal R. Valeche
 Dave Kerner
 Steven L. Abrams
 Mary Lou Berger
 Mack Bernard

County Administrator
 Verdenia C. Baker

*"An Equal Opportunity
 Affirmative Action Employer"*

Electronic Press Release

Media Advisory

For release
 Contact

August 18, 2017
 Shane Ratliff, (561) 712-6481

Local Mitigation Strategy (LMS) Public Input Meeting

The Palm Beach County Public Safety Department's Division of Emergency Management will be holding two (2) meetings to provide an opportunity for the public to view the draft Local Mitigation Strategy (LMS) and make comments for consideration into the plans update.

The public is encouraged to view the current document on the Palm Beach County Division of Emergency Management's website at <http://discover.pbcgov.org/publicsafety/dem/Publications/Local-Mitigation-Strategy.pdf>


- Who:** All interested persons
- What:** Public Input to the Local Mitigation Strategy (LMS) Update
- Where:** Lakeview Room – Wellington Community Center – 12150 Forest Hill Blvd. – Wellington, FL
- When:** September 28, 2017 from 5:30 pm – 6:30 pm
- Or
- Where:** Auditorium – South Florida Water Management District – 3301 Gun Club Road – West Palm Beach, FL
- When:** October 4, 2017 from 1:30 pm – 2:30 pm
- Contact:** Shane Ratliff at (561) 712-6481

Local Mitigation Strategy

The Palm Beach County Local Mitigation Strategy is the guiding document used by the County and all 39 municipalities to identify community hazards, prioritize mitigation projects, and mitigate existing hazards.


Public input is needed in the process of revising our LMS for 2020. If you are unable to come to a public meeting, please email all input to SRatiff1@pbogov.org by October 31, 2017 for consideration and possible inclusion in the 2020LMS.

For those unable to attend the public input meetings, the brochure (linked from our website and given out at various events) still allows the public to send input on hazards by emailing the LMS Coordinator by a specified date (above), up to 4 weeks after the public meetings are over.



Together
Emergencies
Are
Managed

Palm Beach County



Palm Beach County Division of Emergency Management

Shane Ratiff, Special Projects Coordinator
Local Mitigation Strategy
20 S Military Trail
West Palm Beach, FL 33415

Phone: 561-712-6481
Email: SRatiff1@pbogov.org

Strategy

2020 Update



We Need Your Help

The Palm Beach County Unified Local Mitigation Strategy is about to undergo an update! We need the public's help in making that update a success. We will be holding 2 public meetings to solicit input from the public and other stakeholders in Palm Beach County relating to existing, new, or upcoming hazards, as well as mitigation strategies to combat existing hazards within our county.

Our LMS Revisions Committee and Steering Committee members will be on hand to help answer questions, but mainly to hear from you regarding mitigation and your ideas so that they can be considered for inclusion in the 2020 LMS for Palm Beach County.

What is the LMS?

The LMS is a document, reviewed and revised every 5 years, that is the FEMA approved mitigation strategy for Palm Beach County and all of its municipalities. It is also used by special taxing districts, some non-profits, and other jurisdictions as a guiding document for how to identify hazards, develop projects, and institute those projects to mitigate hazards. FEMA then administers several federal grants to help local communities deal with, prevent, and mitigate these identified hazards through projects that are submitted, evaluated, and ranked on our LMS Project Prioritized List (PPL).

What role does the public play?

The public is being solicited for input and information into the revisions process both before the revisions begin, and again after the revisions are made. The LMS works for you in your

community, and your input is not only encouraged, it is welcomed.

There are also LMS Working Group meetings held quarterly to discuss mitigation, projects, and best practices in mitigation. The public is encouraged to be part of the process and attend these meetings as well.

When are these public meetings, and where?

Our first public meeting to gather public input will be Thursday, September 28, 2017 from 5:30 to 6:30 p.m. at the Lakewood Room of the Wellington Community Center, 12150 Forest Hill Blvd in Wellington, FL.

The second meeting will be held on October 4, 2017 from 1:30 to 2:30 p.m. in the auditorium of the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL.

Your input is needed, so make your voice heard.

Palm Beach County
Division of
Emergency
Management
@PBCDEM

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Groups
Notes
Offers
Jobs
Community
Promote
Manage Promotions

Upcoming Events

SEP 28 Local Mitigation Strategy (LMS) 2020 Public In...
Thu 5:30 PM · 12150 Forest Hill Blvd, Wellington, FL 334...
Causes

Posts

Palm Beach County Division of Emergency Management
8 mins · 🌐

Palm Beach County is seeking public input for our 2020 Local Mitigation Strategy. If interested, please complete this short survey.
<https://www.surveymonkey.com/r/TKPT3D7>

LMS2020 Public Input Survey
Web survey powered by SurveyMonkey.com. Create your own online survey now with SurveyMonkey's expert certified FREE templates.
SURVEYMONKEY.COM

11 people reached

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Facebook © 2017

Posted and pinned to the DEM Facebook Page 8/31/17

LMS Working Group meetings serve as the primary mechanism and forum for exchanging information, planning implementation of updating the [Palm Beach County Local Mitigation Strategy](#), and mobilizing the vast experience and resources of the community. Public attendance and comments are welcomed and encouraged.

Palm Beach County is currently seeking public input on our 2020 Local Mitigation Strategy. Please use the links below to add your input.

[Seeking Public Input - LMS 2020 Draft](#)

[LMS 2020 Public Hazard Survey](#)

LMS Corner:

LMS Times

DEM Website requesting public input. First link is to the brochure announcing the public input meetings on 9/28 and 10/4/17. Second link is to the SurveyMonkey Public Hazard Survey which runs 8/30/17 to 10/31/17 to solicit public comment on hazards and solutions to hazards (known and unknown) in their local communities.

Palm Beach County is currently seeking public input on our 2020 Local Mitigation Strategy. Please use the links below to add your input.

[Seeking Public Input - LMS 2020 Draft](#)

[LMS 2020 Public Hazard Survey](#)

LMS Corner:

LMS Times

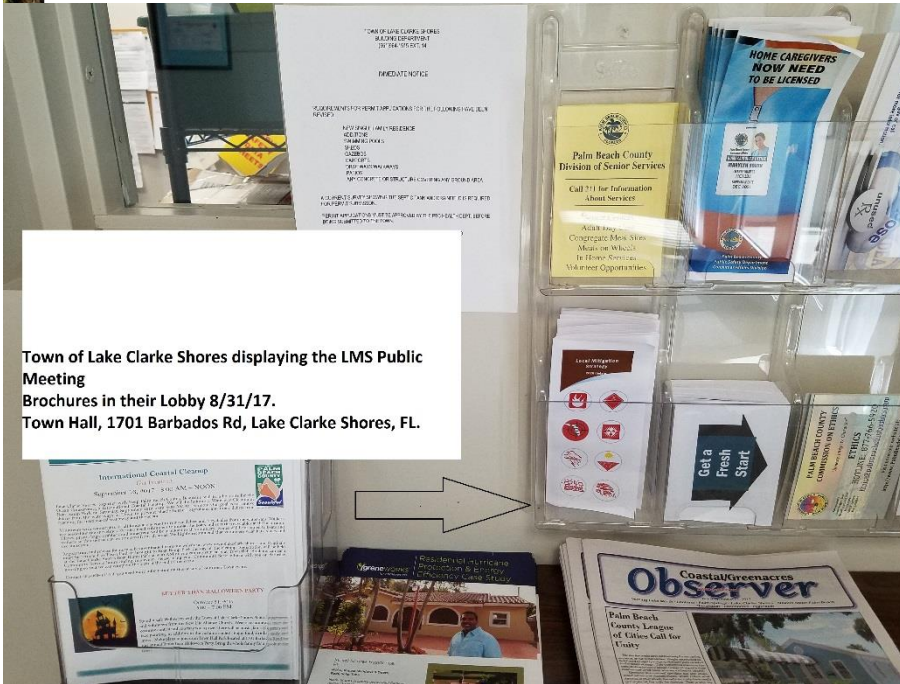
[2016 Winter LMS Times](#)

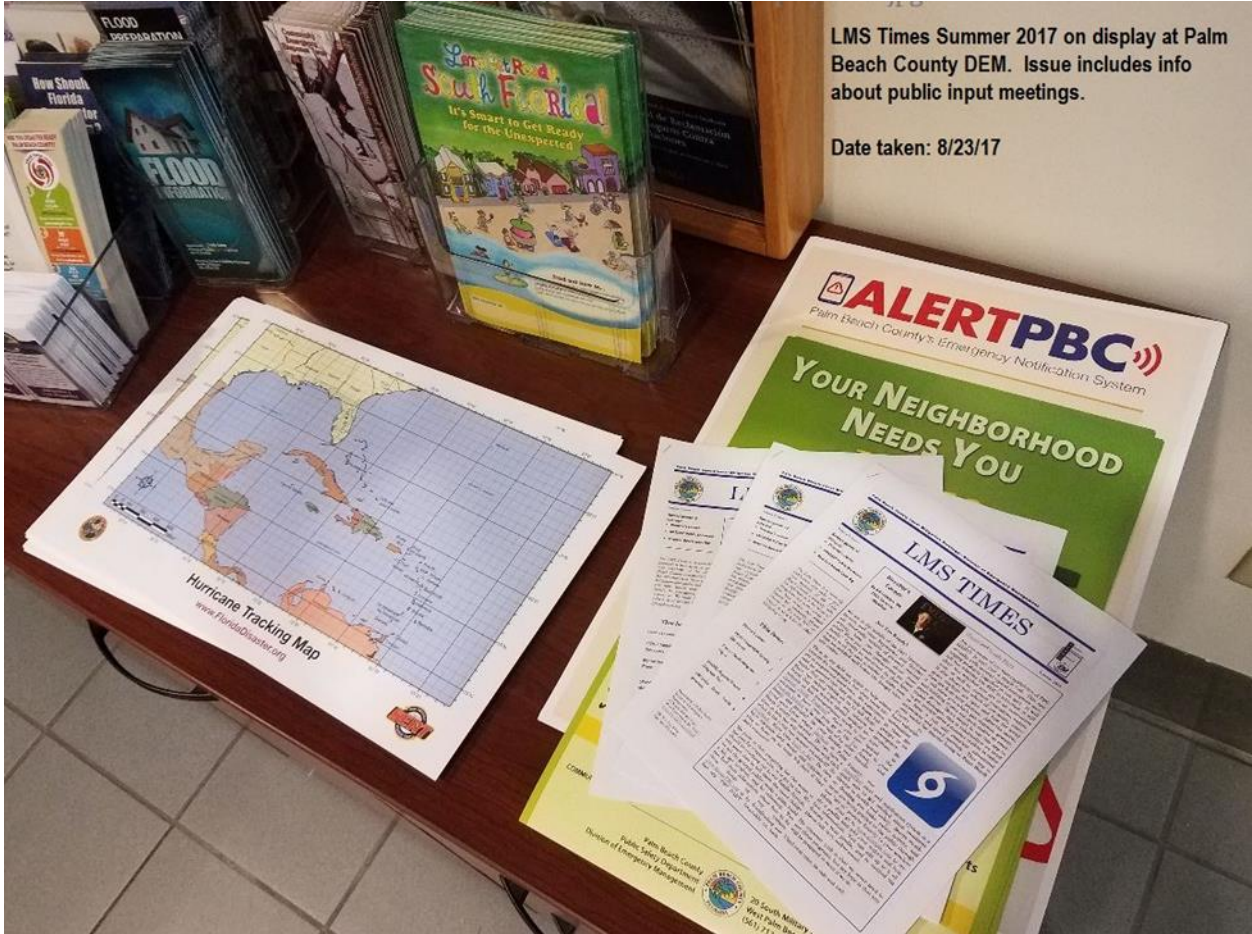
[2017 Winter LMS Times](#)

[2017 Summer LMS Times](#)

LMS Times with pre-draft public meeting announcement on DEM website 8/31/17
<http://discover.pbcgov.org/publicsafety/dem/Sections/Planning-Local-Mitigation-Strategy.aspx>

Posted on 8/30/17 and left on site until after meetings were over, and announced through email to all municipalities, who then put on their websites, tweeted, and facebook posted on their accounts.







This is the article in the LMS Times (our quarterly mitigation newsletter) announcing the public input meeting dates.

LMS2020 Public Showcase Dates

The initial draft of the 2020 Palm Beach County Local Mitigation Strategy document will be showcased to the public on September 28, 2017 from 5:30-6:30 p.m. at the Lakeview Room of the Wellington Community Center, 12150 Forest Hill Blvd, Wellington, FL. A second public showcase will be held on October 4, 2017 from 1:30-2:30 p.m. in the auditorium of the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL.

We want to provide an opportunity for the public to view the draft document (LMS2015 is the beginning draft) and make comments for the Revisions Subcommittee to consider in the LMS2020 update.

The public is invited to view the Draft LMS2020 (the current LMS2015 document) prior to the meeting at Palm Beach County Division of Emergency Management's website at <http://discover.pbcgov.org/publicsafety/dem/Publications/Local-Mitigation-Strategy.pdf> and are encouraged to comment at these public showcases, or send your comments to LMS Coordinator Shane Ratliff, SRatlif1@pbcgov.org and they will be compiled and sent to the Revisions Subcommittee for further analysis and possible inclusion in the LMS2020.



The next two pages are the sign-in sheets from the Public Input Meetings.



Palm Beach County Division of Emergency Management
Local Mitigation Strategy Public Input Meeting
Sign-In Sheet
 Wellington Community Center
 Thursday, September 28, 2017, 5:30 p.m.



NAME (PLEASE PRINT)	SIGNATURE	AGENCY/ORGANIZATION/ CONCERNED CITIZEN	EMAIL	TELEPHONE
Nicole Coates	<i>[Signature]</i>	Wellington North Palm Beach County Imp Dist	NicoleCwellington1.gov	<i>[Signature]</i>
Ken Penabazec	<i>[Signature]</i>	PBC Seawall	Ken@npbcd.org	
Kelvin Bledsoe	<i>[Signature]</i>	PBC DEM	KelvinBledsoe@summit.com	
Brian Kenney	<i>[Signature]</i>	PBC DEM	bkenney@pbcgov.org	
RATNA ZANI	<i>[Signature]</i>	SFWMD	rrzani@fwmd.gov	
Shane Stratiff	<i>[Signature]</i>	PBC DEM	stratiff1@pbcgov.org	



Palm Beach County Division of Emergency Management
Local Mitigation Strategy Public Input Meeting
Sign-In Sheet
South Florida Water Management District Auditorium
Wednesday, October 4, 2017, 1:30 p.m.



NAME (PLEASE PRINT)	SIGNATURE	AGENCY/ORGANIZATION/ CONCERNED CITIZEN	EMAIL	TELEPHONE
Shane Ratliff	<i>[Signature]</i>	PBCDEM	SRatliff1@pbcgov.org	
Egar Kerr	<i>[Signature]</i>	City of S.B.	kerr@southbeachcity.ca	561-261-6576
Ken Reunstra	<i>[Signature]</i>	Northern	ken@npis.com	
LAVET COEY	<i>[Signature]</i>	S FUND	lcoey@sfund.gov	
RANNA RAKI	<i>[Signature]</i>	SFWMD	ranni@sfwm.org	
Carlos Blans	<i>[Signature]</i>	Greencross	cedano@greencrossfl.gov	
Rebecca Hanks	<i>[Signature]</i>	City of Bryton Beach	hanksr@bbfl.us	805
Stevie Ross	<i>[Signature]</i>	City of FWPB	stevie@fwpb.com	8660

The following pages are documentation relating to the Public Input Survey that was done pre-draft to allow public input regarding hazards and vulnerabilities in their communities.

LMS Working Group meetings serve as the primary mechanism and forum for exchanging information, planning implementation of updating the [Palm Beach County Local Mitigation Strategy](#), and mobilizing the vast experience and resources of the community. Public attendance and comments are welcomed and encouraged.

Palm Beach County is currently seeking public input on our 2020 Local Mitigation Strategy. Please use the links below to add your input.

[Seeking Public Input - LMS 2020 Draft](#)

[LMS 2020 Public Hazard Survey](#)

LMS Corner:

LMS Times

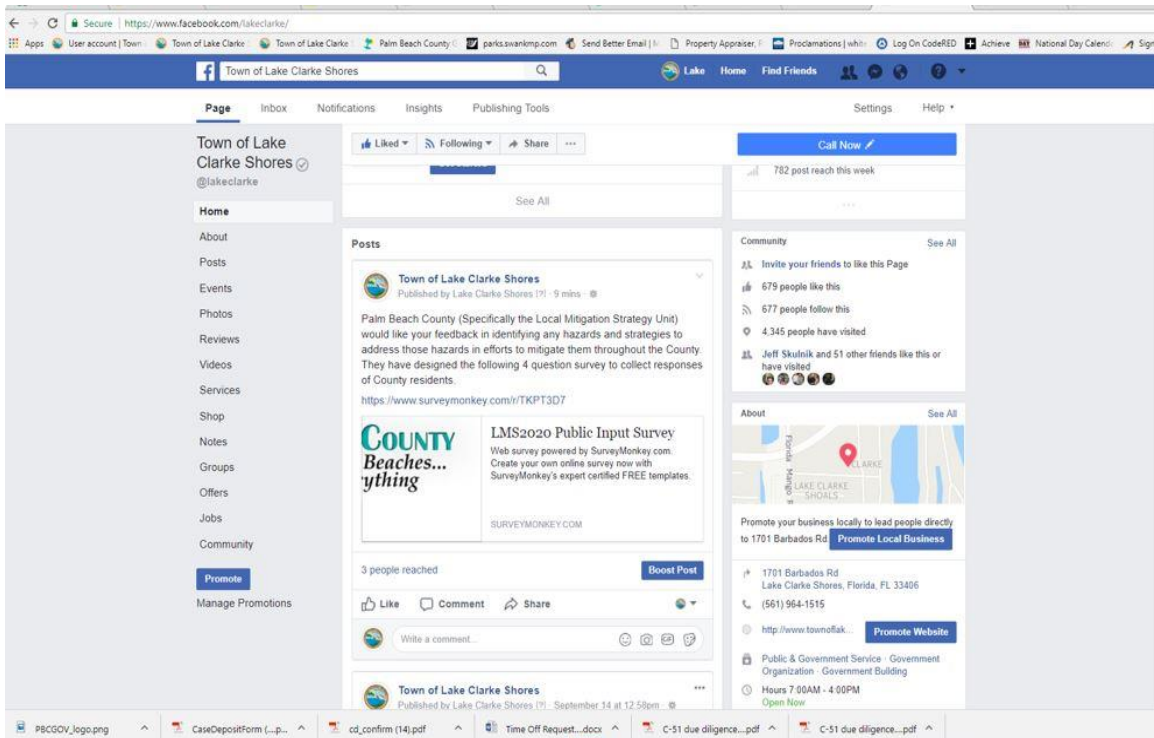
DEM Website requesting public input. First link is to the brochure announcing the public input meetings on 9/28 and 10/4/17. Second link is to the SurveyMonkey Public Hazard Survey which runs 8/30/17 to 10/31/17 to solicit public comment on hazards and solutions to hazards (known and unknown) in their local communities.

The screenshot shows the Facebook profile of the Palm Beach County Division of Emergency Management (@PBCDEM). The profile picture is the Palm Beach County Florida logo. The cover photo features a large conference room with a stage and the text "TOGETHER Emergencies Are Managed".

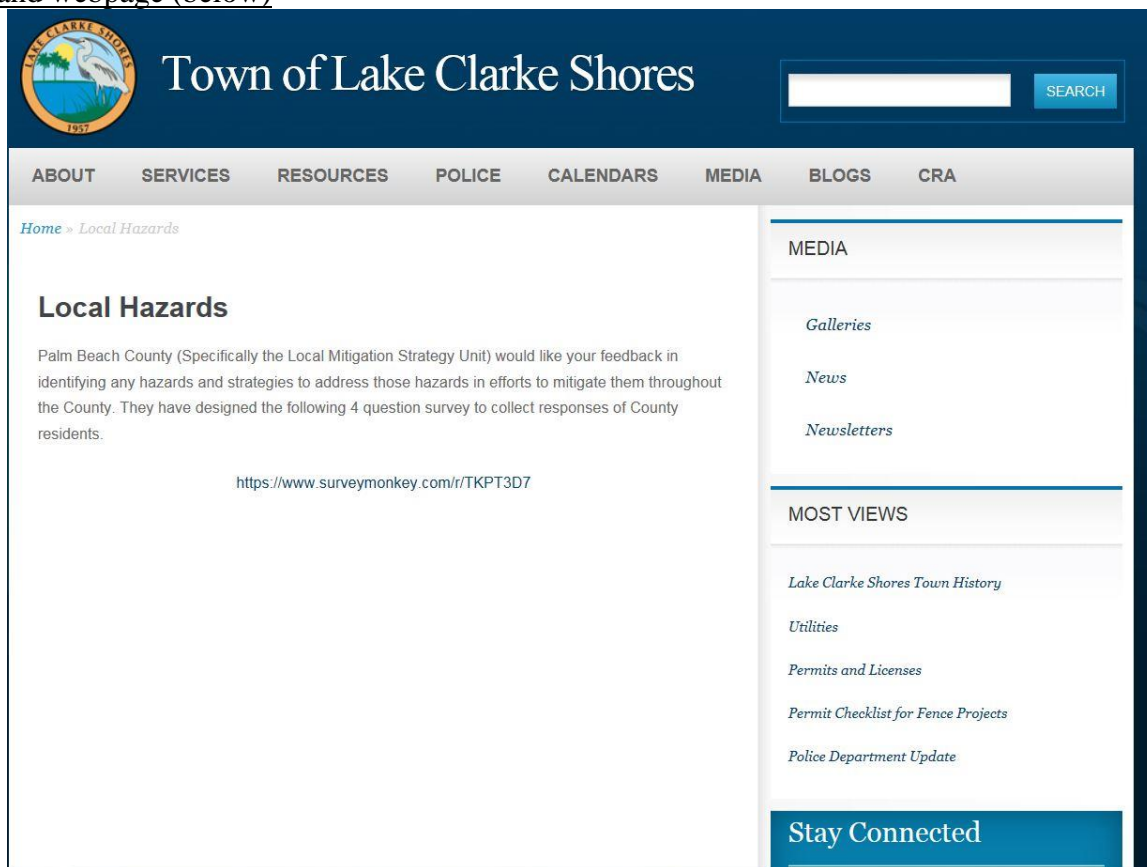
The main post is dated September 28, 2017, at 5:30 PM. It is titled "Local Mitigation Strategy (LMS) 2020 Public Input" and is categorized as a "Cause". The text of the post reads: "Palm Beach County is seeking public input for our 2020 Local Mitigation Strategy. If interested, please complete this short survey. <https://www.surveymonkey.com/r/TKPT3D7>". Below the text is a link to the "LMS2020 Public Input Survey" and a description of the survey tool. The post has reached 11 people.

On the right side of the page, there are sections for "People Also Like" and "Pages liked by this Page". The "People Also Like" section lists: Professional Firefighters/Paramedics Fire Station, Palm Beach County Fire House 73 Fire Station, and Palm Beach County Government Organization. The "Pages liked by this Page" section lists: Indian River County Emergency Management, Town of Palm Beach Emergency Management, and American Red Cross.

At the bottom right of the page, there is a note: "Posted and pinned to the DEM Facebook Page 8/31/17".



The Town of Lake Clarke Shores placed links to the survey on their Facebook page (above) and webpage (below)



Shane Ratliff

From: Rani, Rama <rrani@sfwmd.gov>
Sent: Wednesday, October 11, 2017 5:11 PM
To: 5660; 5670; 5680
Cc: Shane Ratliff; Corry, Laura; McElroy, Elizabeth
Subject: Local Mitigation Strategy (LMS) Public Hazard Survey

All,

The LMS is the FEMA approved mitigation strategy document for Palm Beach County and all of its municipalities; it is used as a guide by them, special taxing districts, some non-profits, and other jurisdictions. The document is used to identify hazards, prioritize projects to mitigate them, and mitigate existing hazards. The LMS is reviewed and revised every 5 years, and is now due for revision. The public is being solicited for input into the revisions process. If you would like to read some more about LMS, here is the link:

<http://discover.pbcgov.org/publicsafety/dem/Sections/Planning-Local-Mitigation-Strategy.aspx>

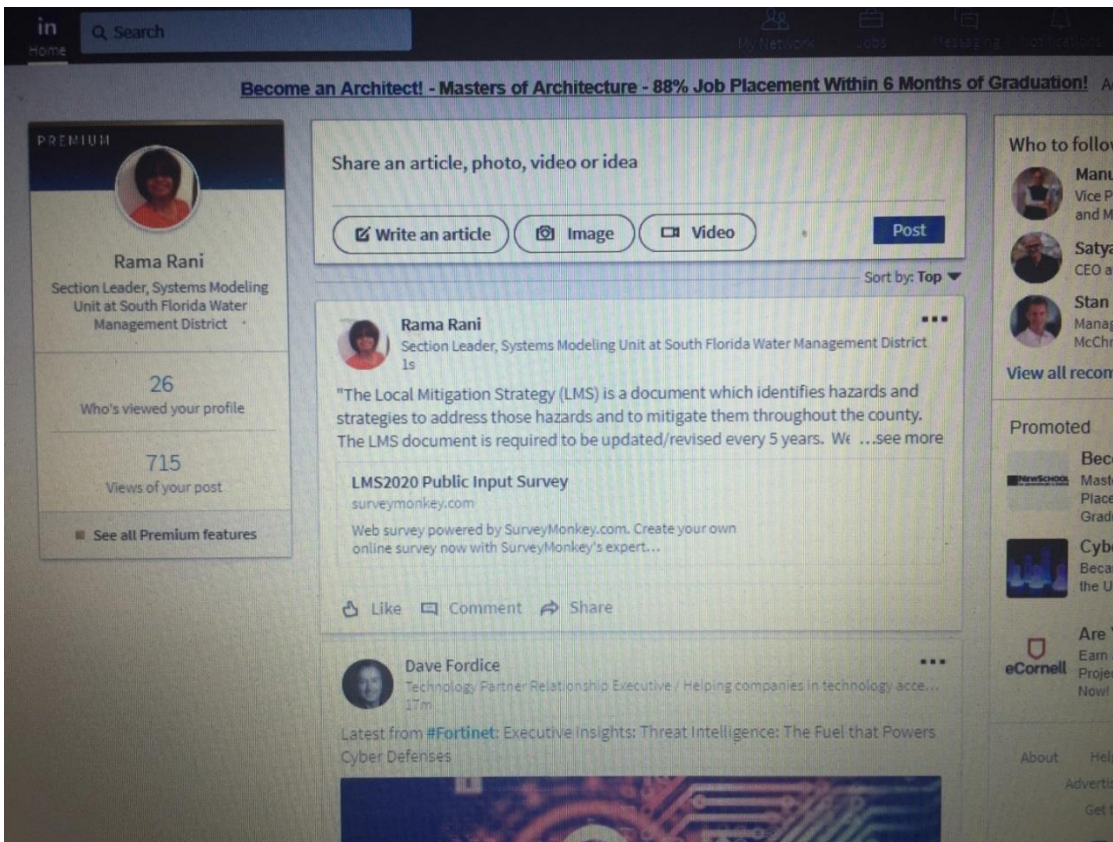
The LMS Revisions is coordinated by PB DEM, the SFWMD is part of the Revisions Subcommittee. The subcommittee created a survey to get your input (available till Oct 31, 2017). Your answers to 4 simple questions would help a lot, here is the link:

[LMS 2020 Public Hazard Survey](#)

[This email went out to all of South Florida Water Mgmt District's contacts in the region regarding the survey so that they could participate.](#)

Thanks,
Rama

South Florida Water Management District also posted links to the survey on their LinkedIn Social Media webpage:



The following is the pre-draft public input survey link as well as the survey itself

Web Link 1 [↗](#) Link created: 8/30/2017

[Manual Data Entry >](#) **OPEN** ▼

<https://www.surveymonkey.com/r/TKPT3D7> **CUSTOMIZE**

Recent surveys [Manage all surveys >>](#)

OPEN

LMS2020 Public Input Survey

Created: 08/30/2017 | Modified: 08/30/2017

0	—	—
Responses	Completion rate	Typical time spent

Survey Design

LMS2020 Public Input Survey

Created on 8/30/2017

4	1
QUESTIONS	PAGES

Survey language: **English**

Theme: **Jungle**

Responses and Status

<p>TOTAL RESPONSES</p> <p>0</p>	<p>OVERALL SURVEY STATUS</p> <p>OPEN</p>	<p>RESPONSE ALERTS</p> <p>You are getting them.</p> <p>Manage Alerts</p>
---------------------------------	---	--

Collectors

OPEN

Web Link 1

Created: 8/30/2017

0
RESPONSES COLLECTED

LMS2020 Public Input Survey

LMS2020

The Local Mitigation Strategy (LMS) is a document which identifies hazards and strategies to address those hazards and to mitigate them throughout the county. The LMS document is required to be updated/ revised every 5 years. We are asking for your help in gathering your thoughts on the hazards in your area of the county, so that this public input can be evaluated for possible inclusion in the LMS2020 document. Thank you for your input!

OK

1. Which of the following hazards are probable where you live? (you may choose as many as needed)

- | | |
|---|---|
| <input type="checkbox"/> Flooding | <input type="checkbox"/> Dike Failure |
| <input type="checkbox"/> Hurricanes/Tropical Storms | <input type="checkbox"/> Hazardous Materials Accident |
| <input type="checkbox"/> Tornado | <input type="checkbox"/> Radiological Accident (Nuclear Power Plant Accident) |
| <input type="checkbox"/> Severe Thunderstorms/Lightning | <input type="checkbox"/> Communications Failure |
| <input type="checkbox"/> Drought | <input type="checkbox"/> Hazardous Materials Release |
| <input type="checkbox"/> Extreme Temperatures | <input type="checkbox"/> Transportation System Accidents |
| <input type="checkbox"/> Agricultural Pests and Diseases | <input type="checkbox"/> Coastal Oil Spills |
| <input type="checkbox"/> Wildfire/Urban Interface Zone | <input type="checkbox"/> Wellfield Contamination |
| <input type="checkbox"/> Muck Fire | <input type="checkbox"/> Power Failure |
| <input type="checkbox"/> Soil/Beach Erosion | <input type="checkbox"/> Civil Disturbance |
| <input type="checkbox"/> Sea Level Rise | <input type="checkbox"/> Domestic Security |
| <input type="checkbox"/> Geologic Hazards (i.e. Earthquake) | <input type="checkbox"/> Mass Migration Crisis |
| <input type="checkbox"/> Pandemic/Communicable Disease | <input type="checkbox"/> Workplace/School Violence |

2. Considering the hazards above that are probable where you live, do you have any ideas/suggestions for how to mitigate the hazards you identified? (Note: mitigation is the act of addressing the hazard before it occurs again) Please be specific about how this hazard(s) can be mitigated through a project or process.

3. Are there any other known or unknown hazards that weren't mentioned in Question #1? If so, please identify the hazard(s).

4. If you entered a hazard in Question #3, what ideas do you have about a solution or project that may mitigate such a hazard?

DONE

Powered by
 SurveyMonkey
See how easy it is to [create a survey](#).



LMS2020



When you click on the link from Palm Beach County Emergency Management's Webpage, it takes you directly to the introduction to the public input survey.



The Local Mitigation Strategy (LMS) is a document which identifies hazards and strategies to address those hazards and to mitigate them throughout the county. The LMS document is required to be updated/ revised every 5 years. We are asking for your help in gathering your thoughts on the hazards in your area of the county, so that this public input can be evaluated for possible inclusion in the LMS2020 document. Thank you for your input!

OK

1 Which of the following hazards are probable where you live? (you may choose as

The following pages present documentation from the public input outreach that was conducted prior to the finalizing the LMS2020 update.



Media Advisory

For release
Contact

April 29, 2019
Joe Mercurio (561) 712-6481

**Department of Public Safety
Division of Emergency Management**

20 South Military Trail
West Palm Beach, FL 33415
(561) 712-6400
FAX: (561) 712-6464
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator

Verdenia C. Baker

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Official Electronic Letterhead

Local Mitigation Strategy Updated Document – LMS2020

The Local Mitigation Strategy (LMS) is a Palm Beach County document which identifies hazards to the community and strategies to address those hazards. The LMS document is required to be updated/revised every five (5) years. Its purpose is to prepare and promote local strategies and projects that will reduce long-term risks to life and property from natural, technological, and human-caused hazards. The Division of Emergency Management has concluded the review and seeks to publish the updated LMS2020. They are asking for community help in gathering final thoughts on the hazards in your area of the county, so that public input can be evaluated for possible inclusion in the LMS2020 document.

The county is seeking public input surveys whether in person or across many different social media platforms. Our first public meeting to gather public input will be held on Thursday, May 2, 2019 from 11:00 a.m. to 12:00 p.m. in the auditorium of the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach. The second meeting will be Monday, May 20, 2019 from 5:30 to 6:30 p.m. at the Lakeview Room of the Wellington Community Center, 12150 Forest Hill Blvd in Wellington.

- Who:** Palm Beach County Emergency Management
- What:** LMS2020 Public Input
- Where:** South Florida Water Management District Auditorium
3301 Gun Club Road, West Palm Beach
- When:** May 2 11 a.m. – 12:00 p.m.
- Where:** Wellington Community Center – Lakeview Room
12150 Forest Hill Blvd in Wellington
- When:** May 20 5:30 – 6:30 p.m.
- Contact:** Joe Mercurio at (561) 712-6481
###

Local Mitigation Strategy

The Palm Beach County Local Mitigation Strategy is the guiding document used by the County and all 39 municipalities to identify community hazards, prioritize mitigation projects, and mitigate existing hazards.

Public input is needed in the process of revising our LMS 2020. If you are unable to come to a public meeting, please email all input to jmercuri@pbccgov.org by May 24, 2019 for consideration and possible inclusion in the LMS 2020.



Together
Emergencies
Are
Managed




Palm Beach County Division of Emergency Management

Joe Mercurio, Special Projects Coordinator
Local Mitigation Strategy
20 B Military Trail
West Palm Beach, FL 33415

Phone: 561-712-9441
Email: jmercuri@pbccgov.org

Local Mitigation Strategy 2020

Final Update for Public Comment



What is the LMS?

The LMS is a hazards mitigation document, reviewed and revised every five years. It is the Federal Emergency Management Agency (FEMA) approved mitigation strategy for Palm Beach County and all of its municipalities. It is also used by special taxing districts, some non-profits, and other jurisdictions as a guiding document on how to identify hazards, develop projects, and institute those projects to mitigate hazards. FEMA then administers several federal grants to help local communities deal with, prevent, and mitigate these identified hazards through projects that are submitted, evaluated, and ranked on our LMS Project Prioritized List (PPL).



We Need Your Help

The Palm Beach County Unified Local Mitigation Strategy (LMS) has recently undergone a review and update. We need the public's help in making that update a success. We will be holding two public meetings to solicit input from citizens and other stakeholders in Palm Beach County relating to existing or new hazards, as well as mitigation strategies to combat existing hazards within our county.

The County Special Projects Coordinator for Mitigation will be on hand to help answer questions, but mainly to hear from you regarding mitigation, and your ideas in considered for inclusion to the LMS 2020 for Palm Beach County.

The public is being solicited for input and information into the final revisions process to ensure the County has captured the appropriate strategies. The LMS works for you in your community, and your

Input is not only encouraged, it is welcomed.


There are also LMS Working Group meetings held quarterly to discuss mitigation, projects, and best practices in mitigation. The public is always encouraged to be part of the process and attend these regular meetings as well.

When are these public input meetings, and where?

Our first public meeting to gather public input will be held on Thursday, May 2, 2019 from 11:00 a.m. to 12:00 p.m. in the auditorium of the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach.

The second meeting will be Monday, May 20, 2019 from 5:30 to 6:30 p.m. at the Lakeview Room of the Wellington Community Center, 12150 Forest Hill Blvd in Wellington.

Your input is needed, so make your voice heard.



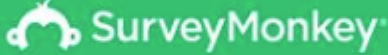
Palm Beach County Division of Emergency Management

May 1 at 8:00 AM · 🌐

⋮

The Palm Beach County Local Mitigation Strategy has completed the draft of the LMS2020. There is now a post-draft survey available at <https://www.surveymonkey.com/r/35BLP9Y> for the public to give input into the hazards in their area and ways to mitigate those hazards. This survey will only be available until May 24, 2019, so please click the link below for your opportunity to impact mitigation.

You may view the current LMS2015 at <http://discover.pbcgov.org/.../.../Local-Mitigation-Strategy.pdf> (330 pages in length, may take some time to download depending on your internet speed).



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What will you uncover?



SURVEYMONKEY.COM

LMS2020 Post-Draft Public Input Survey

Take this survey powered by surveymonkey.com. Create your own survey...

483

People Reached

13

Engagements

Boost Post

👍

5

https://www.facebook.com/PBCDEM/?ref=bookmarks

Palm Beach County Division of Emergency Management

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Palm Beach County Division of Emergency Management 15 hrs ·

The Local Mitigation Strategy is a document which identifies hazards to the community and strategies to address those hazards. The Division of Emergency Management has concluded the review and seeks to publish the updated LMS2020. They are asking for community help in gathering final thoughts on the hazard, so that public input can be evaluated for possible inclusion in the LMS2020. Our final public meeting to gather input will be held on Monday, May 20, from 5:30 to 6:30 p.m. at the Lakeview Room of the Wellington Community Center, 12150 Forest Hill Blvd Wellington.

Local Mitigation Strategy

LMS 2020

315 People Reached 12 Engagements [Boost Post](#)

2

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Division of
Emergency
Management ✓
 @PBCDEM

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LMS2020 Public Input Survey

The Local Mitigation Strategy (LMS) is a document which identifies hazards and strategies to address those hazards and to mitigate them throughout Palm Beach County. The LMS document is required to be updated/revised every five (5) years. We are asking for your help in gathering your thoughts on the hazards in your area of the county, so that public input can be evaluated for possible inclusion in the LMS2020 document. Thank you for your input!

1. Which of the following hazards are probable where you live? (chase as many as needed)

<input type="checkbox"/> Flooding	<input type="checkbox"/> Dike Failure
<input type="checkbox"/> Hurricanes/Tropical Storms	<input type="checkbox"/> Hazardous Materials Accident
<input type="checkbox"/> Tornado	<input type="checkbox"/> Radiological Accident
<input type="checkbox"/> Severe Thunderstorms/Lightning	<input type="checkbox"/> Communications Failure
<input type="checkbox"/> Drought	<input type="checkbox"/> Hazardous Materials Release
<input type="checkbox"/> Extreme Temperatures	<input type="checkbox"/> Transportation System Accidents
<input type="checkbox"/> Agricultural Pests & Diseases	<input type="checkbox"/> Coastal Oil Spills
<input type="checkbox"/> Wildfires	<input type="checkbox"/> Wellfield Contamination
<input type="checkbox"/> Muck Fire	<input type="checkbox"/> Power Failure
<input type="checkbox"/> Soil/Sand Erosion	<input type="checkbox"/> Civil Disturbance
<input type="checkbox"/> Sea Level Rise	<input type="checkbox"/> Domestic Security
<input type="checkbox"/> Geological Hazards	<input type="checkbox"/> Mass Mitigation Crisis
<input type="checkbox"/> Pandemic/Communicable Disease	<input type="checkbox"/> Workplace/School Violence

2. Considering the hazards above that are probable where you live, do you have any ideas/suggestions for how to mitigate the hazards you identified? (Note: mitigation is the act of addressing the hazard before it occurs again) Please be specific about how this hazard(s) can be mitigated through a project or process.

3. Are there any other know or unknown hazards that weren't mentioned in Question #1? If so, please identify the hazard(s).

4. If you entered a hazard in Question #3, what ideas do you have about a solution or project that may mitigate such as hazard?

LMS2020 Facebook

Palm Beach County is seeking public input for our updated Local Mitigation Strategy document, LMS2020. We are asking for your help in gathering your thoughts on the hazards in your area of the county, so that public input can be evaluated for possible inclusion in the LMS2020 document. Thank you for your input!

<https://www.surveymonkey.com/jablonki>

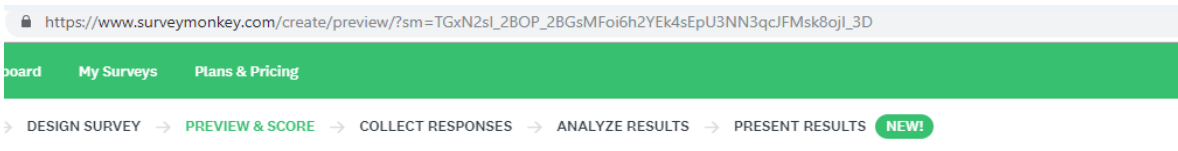
LMS2020 LinkedIn

Palm Beach County is seeking public input for our updated Local Mitigation Strategy document, LMS2020. We are asking for your help in gathering your thoughts on the hazards in your area of the county, so that public input can be evaluated for possible inclusion in the LMS2020 document. Thank you for your input!

<https://www.surveymonkey.com/jablonki>

LMS2020 Web Page

See attachment

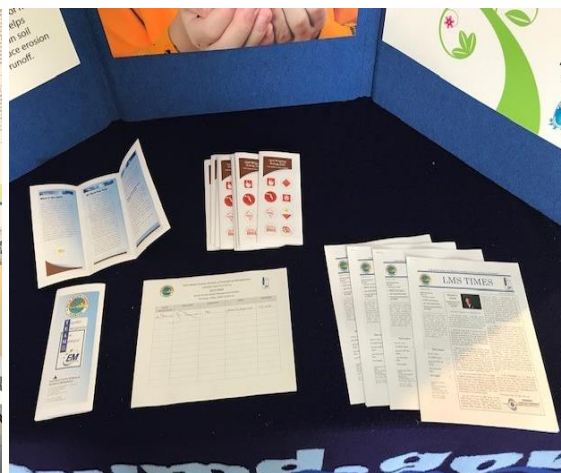
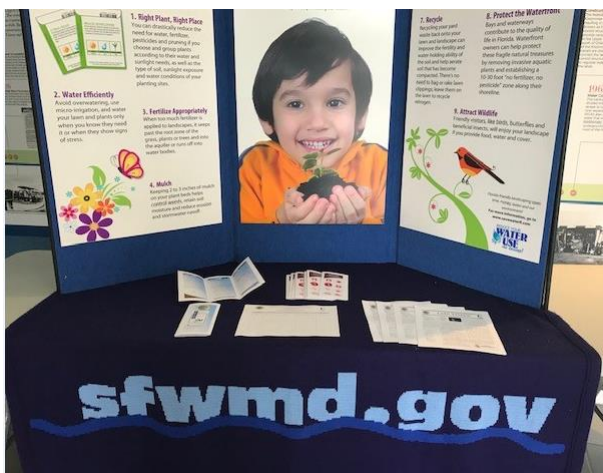


LMS2020 Post-Draft Public Input Survey

LMS2020 Public Input Survey (Post-Draft)

The Local Mitigation Strategy (LMS) is a document which identifies hazards and strategies to address those hazards and to mitigate them throughout Palm Beach County. The LMS Document is required to be updated/revised every five (5) years. We are asking for your help in gathering your thoughts on the hazards in your area of the county, so that public input can be evaluated for possible inclusion in the LMS2020 document. You may read the current version of the LMS document at <http://discover.pbcgov.org/publicsafety/dem/Publications/Local-Mitigation-Strategy.pdf> THANK YOU for your input!

OK





Palm Beach County Division of Emergency Management
LMS2020 Public Post-Survey
Sign-In Sheet
Wellington Community Center
Monday, May 20, 2019, 5:30 p.m.



NAME (PLEASE PRINT)	SIGNATURE	COMMUNITY	EMAIL	TELEPHONE
Joe Mercurio	<i>[Signature]</i>	DEH	jmercurio@pbccgov.org	712 6481



Palm Beach County Division of Emergency Management
LMS2020 Public Post-Survey
Sign-In Sheet
South Florida Water Management District
Thursday, 2 May, 2019 11:00 a.m.



NAME (PLEASE PRINT)	SIGNATURE	COMMUNITY	EMAIL	TELEPHONE
Joe Mercurio	<i>[Signature]</i>	PBC	jmercurio@pbccgov.com	712-6481
Shane Ratliff	<i>[Signature]</i>	PBC	Sratliff1@pbccgov.com	712-6344
LAURA CORRY	<i>[Signature]</i>	SFWMD	LCORRY@SFWMD.GOV	361-682-6012

05/02/19 V10101352516 10:35 am

SFWMD
VISITOR
 Joseph Mercurio



Visitor
 self
 Meeting

B1 Lobby

The following pages document the invitation of both 15 non-profit and 15 private sector businesses in the county/region that were invited to be a part of the LMS Working Group.

From: Shane Ratliff
To: anna.poulin@sewrunnerctr.org; semrichyrc@aol.com; elisabeth.perry@211pbc.org; info@AchievementCentersFL.org; info@elzpb.org; info@saacy.org; osavillos@hocabelpinghands.org; info@cmhoca.org; info@bgpbc.org; spomex@diocesepb.org; info@centerforchildcounseling.org; Rich@FloridaFishingAcademy.com; customercare@gsssef.org; info@pbcfoodbank.org; sharvey@prmetlimebc.org
Subject: Non-Profits: Invitation to LMS Working Group
Date: Monday, January 29, 2018 11:43:00 AM
Attachments: [image007.png](#)
[image008.png](#)

Good morning,

I am writing to let you all know that you are invited to attend and participate in the Palm Beach County Local Mitigation Strategy (LMS) Working Group. This email serves to fulfill requirements set forth in the Palm Beach County Local Mitigation Strategy (LMS), as well as the National Flood Insurance Program's Community Ratings System (CRS), which require me to reach out to both non-profit organizations and private sector organizations within Palm Beach County annually. If you are not interested, please accept my apologies. If you are interested in what we are about, continue reading below.

Mitigation is the act of preventing something that is known to occur from occurring again in the future. In Palm Beach County, we are charged with mitigating disasters and hazards that have been identified through a comprehensive Hazard Vulnerability Analysis. We do this through our Local Mitigation Strategy document, which is a guide for what hazards exist and how we hope to mitigate against those in the future. This document is located on the Division of Emergency Management's LMS webpage at <http://discover.pbcgov.org/publicsafety/dem/Sections/Planning-Local-Mitigation-Strategy.aspx>. This document, over 300 pages in length, goes very in-depth to identify hazards and how the Working Group will work to mitigate against them. In PBC, we mitigate primarily through highly technical projects designed to reduce risk of a particular set of hazards from occurring. This is called our "Prioritized Project List" which you can find on the same web link above as well.

If you are interested in attending any meetings of the LMS Working Group, we hold our meetings quarterly in March, June, September, and December. Our next meeting is scheduled for March 14, 2018 at the Intracoastal Park Event Room in Boynton Beach at 9am. You are welcome to attend and find out how your LMS is working to protect you from hazards in PBC.

Thank you for your time.

Sincerely,

Shane Ratliff

Special Projects Coordinator-Planning Section
 Public Safety Department, Division of Emergency Management
 Palm Beach County

From: Shane Ratliff
To: "jacqueline@grellinger.com"; "estatemanagementservices@gmail.com"; "rickplatz@allstate.com"; "jupiter@spoolco.com"; "information@cruseBP.com"; "info@halfourteatys.com"; "info@gobrightline.com"; "butler@butlerconstructionusa.com"; "siresa@chenmoore.com"; "sales@chrisallenhomes.com"; "info@CRBS.Com"; "info@citearmonline.com"; "info@digitalsunamifc.com"; "info@efundpro.com"; "palmbeachgamblers@indmaripb.com"
Subject: Private Sector: Invitation to LMS Working Group
Date: Monday, January 29, 2018 12:46:00 PM

Good afternoon,

I am writing to let you all know that you are invited to attend and participate in the Palm Beach County Local Mitigation Strategy (LMS) Working Group. This email serves to fulfill requirements set forth in the Palm Beach County Local Mitigation Strategy (LMS), as well as the National Flood Insurance Program's Community Ratings System (CRS), which require me to reach out to both non-profit organizations and private sector organizations within Palm Beach County annually. If you are not interested, please accept my apologies. If you are interested in what we are about, continue reading below.

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Thank you for your time.

Sincerely,

Shane Ratliff

Special Projects Coordinator-Planning Section
 Public Safety Department, Division of Emergency Management
 Palm Beach County

PBC Non-Profit Contact Information January 2019

anna.poulin@ewrunnerctr.org Edna W Runner West Jupiter Community Group, Inc.

semrichywca@yahoo.com YWCA of Palm Beach County

elisabeth.perry@211pbtc.org 2-1-1 Palm Beach/Treasure Coast

info@AchievementCentersFL.org Achievement Centers for Children and Families

info@alzpb.org Alzheimers Care Resource Center of PB

info@aacy.org American Association of Caregiving Youth

Jgavrilos@bocahelpinghands.org Boca Helping Hands

info@cmboca.org Boca Raton Children's Museum

info@bgcpbc.org Boys and Girls Clubs of PBC

sgomez@diocesepb.org Catholic Charities

info@centerforchildcounseling.org Center for Child Counseling

Rich@FloridaFishingAcademy.com Florida Fishing Academy

customer care@gssef.org Girl Scouts of Southeast Florida

info@pbcfoodbank.org PBC Food Bank

sharvey@primetimepbc.org Prime Time PBC

Palm Beach County Private Sector (For-Profit) Contact Information

Jacqueline@Grellinger.com AXA Advisors

a.estatemanagementservices@gmail.com A+R Estate Management Services

rickplatz@allstate.com Allstate Insurance PBC

jupiter@asppoolco.com America's Swimming Pool Co

information@cruiseBP.com Bahamas Paradise Cruise Line

info@balfourbeattyus.com Balfour-Beatty Construction

info@gobrightline.com Brightline Rail Company

sbutler@butlerconstructionusa.com Butler Construction Co

sbrea@chenmoore.com Chen Moore & Associates (Engineering Firm)

sales@chrisallenhomes.com Chris Allen Realty

Info@CRRS.Com Code Red Restoration

info@csiteamonline.com Cornerstone Solutions Inc.

info@digitaltsunamillc.com Digital Tsunami LLC

info@efundpro.com EFundPro LLC (Business Finance)

palmbeachgardens@landmarkpb.com Landmark Insurance of the Palm Beaches

Appendix E: Prioritized Project Lists

Appendix E contains the latest update of PBC’s LMS Prioritized Project List (PPL). The list of projects is ever changing as projects completed through self-funding or with grant assistance are dropped and new proposed and planned projects are added. Jurisdictions and other potential project sponsors, particularly those not having projects on the current list, are encouraged to submit projects. The expectation is that all potential applicants be represented on the PPL with projects that address identified local hazards, vulnerabilities, and mitigation strategies. As municipalities complete projects, they will be encouraged to submit new ones. At any given time, a few communities will not have listed projects. The current project list contains 94 mitigation projects. However, not every municipality has a “brick and mortar” mitigation project. All municipalities provide outreach to their citizens. In addition, the County also provides outreach to all citizens throughout the County and within the municipalities. This outreach includes information on all hazards that are common to Palm Beach County, not just hurricanes, as well as additional information on how residents and communities can mitigate against these hazards.

Twice a year, in May and November, new projects for the PPL are evaluated and scored to be added to the PPL. Additionally, once a year in November, projects that have been on the list over four (4) years will be evaluated for potential removal from the PPL. These projects can be resubmitted with current information and will be re-scored during the next evaluation period.

Each year the evaluation committee meets in November to review the project evaluation process. This ensures that the process is current and adaptable to meet the needs of the community.

All projects on the list are maintained and monitored by the County LMS Coordinator. Once a project is funded, the project is removed from the pending list and placed on a list of active projects. Then once the project is completed, the projects will be placed on a completed list. Potential Projects funding sources include but are not limited: 406 HMP: Hazard Mitigation Program (FEMA), 404 HMGP: Hazard Mitigation Grant Program (FEMA), 426 PAAP: Public Assistance Alternative Procedures (FEMA), CDBG-DR (HUD), PDM: Pre-Disaster Mitigation (FEMA), and FMA: Flood Mitigation Assistance (FEMA).

The PPL shows the ranking of the project with the lower the number (the higher priority), the type of project, the municipality that submitted the project, the department in the municipality that will head the project, the primary funding source sought (while there may be a number of funding sources available, for the purpose of those projects, they are seeking HMGP dollars, but maintain the flexibility to other funding as it is announced and

becomes available), status of project, hazard that project will mitigate against, and duration until the project is completed once funded and started.

The appendix addresses, in part, the following FEMA requirements:

Requirement: §201.6(c)(3)(iii): [The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

Requirement §201.6(c)(3)(iv): For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.

Requirement §201.6(c)(3)(ii): [The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

Requirement: §201.6(c)(3)(ii): [The mitigation strategy] must also address the jurisdiction’s participation in the National Flood Insurance Program (NFIP), and continued compliance with NFIP requirements, as appropriate.

Requirement: §201.6(d)(3): The plan must describe the status of mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.

Other sections and appendices addressing these requirements include appendices F, G, and J and Section 3 and Section 5.

About the Prioritized Project List

Normally the PPL is updated twice a year, in the spring and in the fall. Projects are added, deleted, modified, scored, and ranked in accordance with the procedures described in Section 4.

The process and criteria used to rank projects are described in detail in Section 4. The current criteria emphasize: “community benefit” (Does the project promise tangible benefits to the community?); “project benefit” (Does the project address critical elements of the community infrastructure?); “community exposure” (Does the project mitigate an identified hazard or all-hazards to which the community is particularly vulnerable?); “cost effectiveness” (Does the project meet or exceed the thresholds of benefit to cost ratios using accepted methodologies?); “community commitment” (Is the project consistent with or incorporated in other plans, including COMP plans, CEMPs?); “public support” (Is there demonstrated public support for the project?); and “project implementation considerations” (What further is required to accomplish implementation)?

The feasibility and benefits of ranking “like” projects rather than forcing a single list of highly dissimilar projects has been discussed by the LMS Evaluation Panel and will continue to be explored.

The current procedure for prioritizing projects will be retained until any enhancements are fully developed and deemed acceptable under the rules of LMS by FEMA and the FDEM, and adopted by the LMS Steering Committee.

This section also contains completed/deferred/deleted projects as well as photos of some of our completed projects within the county that were once on the PPL list.

PALM BEACH COUNTY
LMS PRIORITIZED PROJECT LIST
(May 2019)

Rank	Project Description	Jurisdiction	Responsible Agency	Potential Funding Source(s)	New, Deferred, Completed or Deleted	Hazard Being Mitigated	Completion Timeframe / Cost
1	Gladiator Lake Drainage Improvements	Greenacres	Public Works	HMGP	New	Flooding	One Year \$1,300,000.00
2	17 th Ave South Drainage Resiliency Improvements	Lake Worth Beach	Public Works	HMGP, Cap Improvement	New	Stormwater/Flooding	One Year \$700,000.00
3	18 th Ave North Drainage Resiliency Improvements	Lake Worth Beach	Public Works	HMGP, Cap Improvement	New	Stormwater/Flooding	One Year \$350,000.00
4	Sea Level Rise & Tidal Drainage Improvements	Boynton Beach	Public Works	HMGP	New	Flooding, Sea Level Rise	Two Years \$850,000.00
5	Wellesley Dr./Holy Cross Ln Drainage Improvements	Lake Worth	Public Works	HMGP, Cap Improvement	New	Stormwater/Flooding, Sea Level Rise	One Year \$75,000.00
6	Original Section Drainage Improvements Phase 6 & 7	Greenacres	Public Works	HMGP	New	Flooding	One Year \$702,000.00
7	ITID MO Canal Reinforcement and Revetment Repair	Indian Trail Improvement District	Public Works	HMGP	New	Flooding	One Year \$700,000.00
8	Retrofit City Hall	South Bay	Public Works	HMGP, Cap Improvement	New	Flooding/Wind/Hurricane	One Year \$95,000.00
9	Wildfire Mitigation in 5 Natural Areas	Palm Beach County	Environmental Resources Management	HMGP	Funding Applied For	Fire	One Year \$170,000.00
10	Installation and Repair Stormwater System	South Bay	Public Works	HMGP	New	Stormwater/Flooding	One Year \$550,000.00

Rank	Project Description	Jurisdiction	Responsible Agency	Potential Funding Source(s)	New, Deferred, Completed or Deleted	Hazard Being Mitigated	Completion Timeframe / Cost
11	Lift Station 47 Generator Improvement Project	Riviera Beach	Utilities	HMGP	New	Flooding	One-Year \$400,000.00
12	Lake Shore Drainage Improvements	Lake Park	Public Works	HMGP	New	Flooding	One Year \$3,500,000.00
13	Moss Drainage Project	Indian Trail Improvement Dist	Public Works	HMGP	Funding Applied For	Flooding	One Year \$400,000.00
14	Public Works Generator	Greenacres	Public Works	HMGP, Cap Improvement	New	Severe Weather/Flooding	One Year \$240,000.00
15	North Filter Building Hurricane Hardening	Riviera Beach	Utilities	HMGP	New	All-hazards	Three Years \$400,000.00
16	WTP Generator Improvement Project	Riviera Beach	Utilities	HMGP	New	Flooding	One Year \$2,350,000.00
17	Emergency Equipment	Pahokee	Public Works	HMGP	New	Severe Weather	Five Years \$271,818.00
18	Juno Ocean Walk Drainage Project	Juno Beach	Public Works	HMGP	New	Flooding	One Year \$35,000.00
19	Bridge Slope Stabilization and Canal Dredging	Royal Palm Beach	Public Works	HMGP	New	Flooding	Three Years \$60,000.00
20	New City Services Complex – EOC	Lake Worth Beach	Public Works	HMGP	New	All-hazards	Five Years \$4,000,000.00
21	Davis Road N. Basin Storm Water Improvements	Palm Springs	Public Works	HGMP	New	Flooding	One Year \$976,752.00
22	Residential Undergrounding of Powerlines	Golf	Public Works/FPL	HMGP	New	Severe Weather	Two Years \$2,000,000.00
23	North Flagler Improvements	West Palm Beach	Public Works	HMGP	New	Flooding	Two Years \$1,379,070.00

Rank	Project Description	Jurisdiction	Responsible Agency	Potential Funding Source(s)	New, Deferred, Completed or Deleted	Hazard Being Mitigated	Completion Timeframe / Cost
24	Palm Beach Data Acquisition; Simulation & Scenario Mngt (PBDASS)	Palm Beach	SFWMD	HMGP	New	Stormwater/Flooding	One Year \$400,000.00
25	North F St between 3 rd Ave and 6 th Ave North Drainage	Lake Worth Beach	Public Works	HMGP	New	Stormwater/Flooding	Five Years \$2,038,300.00
26	2 nd Ave North to 1 st So, F St to Dixie Drainage	Lake Worth Beach	Public Works	HMGP	New	Flooding	Five Years \$2,929,300.00
27	Stormwater System Rehab Phase 2	West Palm Beach	Public Works	HMGP	New	Stormwater/Flooding	Three Years \$3,000,000.00
28	North Lakeside/Duke/Notre Dame/Wellesley Dr Drainage	Lake Worth	Public Works	HMGP	New	Flooding	Five Years \$1,791,900.00
29	Water Treatment Plant Hardening/Windproofing	West Palm Beach	Public Works	HMGP	New	Severe Weather/Flooding	One Year \$1,000,000.00
30	Property Acquisition	Mangonia Park	Public Works	HMGP	New	Flooding	One Year \$283,603.00
31	10 th Ave North to 13 th Ave North, E and F Streets Drainage	Lake Worth Beach	Public Works	HMGP	New	Flooding	Five Years \$721,600.00
32	Bridge Slope Stabilization / Canal Dredge Phase II	Royal Palm Beach	Public Works	HMGP	New	Stormwater/Flooding	Three Years \$2,600,000.00
33	22 nd Ave N and Park Street Drainage	Lake Worth Beach	Public Works	HMGP	New	Flooding	Two Years \$421,300.00
34	South Flagler Improvements	West Palm Beach	Public Works	HMGP	New	Flooding	Two Years \$1,015,014.00
35	Lake Ave to 1 st Ave South Drainage	Lake Worth	Public Works	HMGP	New	Flooding	Five Years \$2,956,800.00

Rank	Project Description	Jurisdiction	Responsible Agency	Potential Funding Source(s)	New, Deferred, Completed or Deleted	Hazard Being Mitigated	Completion Timeframe / Cost
36	15 th Ave North and Dixie Drainage	Lake Worth Beach	Public Works	HMGP	New	Flooding	Five Years \$563,200.00
37	3 rd Ave South to 5 th Ave South Drainage	Lake Worth Beach	Public Works	HMGP	New	Flooding	Five Years \$3,349,500.00
38	Caroline Area Improvements	West Palm Beach	Public Works	HMGP	New	Flooding	Two Years \$1,423,338.00
39	Town Hall Retrofit	Jupiter	Public Works	HMGP	New	All-hazards	One Year \$2,933,000.00
40	Basin Street Pumping Station	Delray Beach	Public Works	HMGP	New	Flooding	Three Years \$1,000,000.00
41	Main County Courthouse Skylight Removal/Roof Retrofit	Palm Beach County Facilities Development	FD&O	HMGP	New	Flooding/Severe Weather	One Year \$1,074,164.00
42	Standby Generators for 5 Lift Station Improvements	Riviera Beach	Utilities	HMGP	New	Flooding	One Year \$300,000.00
43	Lantana Cove Drainage Improvements (2017)	Lantana	Public Works	HMGP	New	Flooding	One Year \$380,000.00
44	Heart of Boynton Stormwater Study & Improvement	Boynton Beach	Public Works	HMGP	New	Flooding	Three Years \$400,000.00
45	High Flow Lift Station Emergency Power	Wellington	Public Works	HMGP	New	All Hazards	One Year \$250,000.00
46	10 th Ave S and G Street Drainage	Lake Worth Beach	Public Works	HMGP	New	Flooding	Five Years \$74,700.00
47	6 th Ave South and F Street Drainage	Lake Worth Beach	Public Works	HMGP	New	Flooding	Five Years \$224,400.00
48	10 th Ave South and South N Street Drainage	Lake Worth Beach	Public Works	HMGP	New	Flooding	Five Years \$518,100.00

Rank	Project Description	Jurisdiction	Responsible Agency	Potential Funding Source(s)	New, Deferred, Completed or Deleted	Hazard Being Mitigated	Completion Timeframe / Cost
49	Town-wide Undergrounding of Utilities	Palm Beach	Public Works	HMGP	New	All-hazards	Five Years \$98,600,000.00
50	Pump Station Number 2 Hardening	Wellington	Public Works	HMGP	New	Flooding	One Year \$2,085,000.00
51	Elevate Lift Stations	Mangonia Park	Public Works	HMGP	New	Flooding	One Year \$40,000.00
52	18 th Ave South and S Palmway Drainage	Lake Worth Beach	Public Works	HMGP	New	Flooding	Five Years \$111,100.00
53	Palmetto Ave and South Pine Street	Lake Worth Beach	Public Works	HMGP	New	Flooding	Five Years \$167,200.00
54	Seawall Improvements – NE 1 st Ct; NE 2 nd St; NE 5 th St; Bucida and Spanish Cir	Delray Beach	Public Works	HMGP	New	Sea Level Rise / Flooding	Five Years \$1,200,000.00
55	Pineapple Park Improvements	West Palm Beach	Public Works	HMGP	New	Flooding	One Year \$1,961,862.00
56	Public Works Facility Retrofit	Wellington	Public Works	HMGP	New	All-hazards	Two Years \$955,000.00
57	Culvert Improvements – Phase I	Indian Trail Improvement Dist	IDIT	HMGP	New	Flooding/Stormwater	Two Years \$2,106,500.00
58	Sub-Pump Emergency Response	Briny Breezes	Public Works	HMGP	New	Flooding	One Year \$50,000.00
59	Southern Outfall Retrofit	Lake Park	Public Works	HMGP	New	Stormwater	Three Years \$3,500,000.00
60	City Hall Retrofit	Lake Worth Beach	Public Works	HMGP	New	Severe Weather	Five Years \$831,000.00
61	Thomas Street Pump Station Replacement	Delray Beach	Public Works	HMGP	New	Flooding	Three Years \$2,300,000.00

Rank	Project Description	Jurisdiction	Responsible Agency	Potential Funding Source(s)	New, Deferred, Completed or Deleted	Hazard Being Mitigated	Completion Timeframe / Cost
62	Lift Station; Sea Level Rise / Tidal Flooding Impact Study Improvements	West Palm Beach	Utilities	HMGP	New	Flooding	Three Years \$5,850,000.00
63	Lakeview Stormwater Pipe Improvements	Delray Beach	Public Works	HMGP	New	Stormwater/Flooding	Two Years \$1,320,000.00
64	City Hall, Police, Fire Station Wind Retrofit	Palm Beach Gardens	Public Works	HMGP	New	All-hazards	One Year \$600,000.00
65	Marine Way Seawall Improvements	Delray Beach	Public Works	HMGP	New	Flooding/Sea Level Rise	Two Years \$2,250,000.00
66	Tidal Check Valve Improvement – Phase 1	Delray Beach	Public Works	HMGP	New	Flooding	Two Years \$750,000.00
67	Tidal Check Valve Improvement – Phase 2	Delray Beach	Public Works	HMGP	New	Flooding	Two Years \$750,000.00
68	Tidal Check Valve Improvement – Phase 3	Delray Beach	Public Works	HMGP	New	Flooding	Two Years \$750,000.00
69	Tidal Check Valve Improvement – Phase 4	Delray Beach	Public Works	HMGP	New	Flooding	Two Years \$750,000.00
70	Atlantic Dunes Park Seawall Improvements	Delray Beach	Public Works	HMGP	New	Flooding/Sea Level Rise	Two Years \$1,700,000.00
71	Standby Generators for Critical Facilities	Delray Beach	Public Works	HMGP	New	All-Hazards	One Year \$300,000.00
72	New EOC	Delray Beach	Public Works	HMGP	New	All-Hazards	Five Years \$10,000,000.00
73	Fire Station 1 Hardening	Delray Beach	Public Works	HMGP	New	Flooding/Severe Weather	One Year \$1,070,000.00
74	West Ave A Drainage	Belle Glade	Public Works	HMGP	New	Flooding	Five Years \$98,102.00
75	Water Reclamation Facility Emergency Operations Bld	Wellington	Public Works	HMGP	New	All-hazards	Two Years \$500,000.00

Rank	Project Description	Jurisdiction	Responsible Agency	Potential Funding Source(s)	New, Deferred, Completed or Deleted	Hazard Being Mitigated	Completion Timeframe / Cost
76	Corbett Levee	Indian Trail Improvement Dist	Public Works	HMGP	New	Flooding	One Year \$5,700,000.00
77	Universe Blvd Improvements	Juno Beach	Public Works	HMGP	New	All-hazards	One Year \$2,000,000.00
78	I Canal Drainage Improvements	Indian Trail Improvement Dist	Public Works	HMGP	New	Flooding	One Year \$225,000.00
79	Water Treatment Plant Hardening	Wellington	Public Works	HMGP	New	All-hazards	Two Years \$75,000.00
80	Drainage Improvements at City Hall	Belle Glade	Public Works	HMGP	New	Flooding	Five Years \$206,205.00
81	Marine Way Pump Station	Delray Beach	Public Works	HMGP	New	Flooding/Sea Level Rise	Four Years \$4,000,000.00
82	Town Hall Hardening	Hypoluxo	Public Works	HMGP	New	All-hazards	One Year \$450,000.00
83	Tidal Valve Implementation Phase 2	West Palm Beach	Public Works	HMGP	New	Flooding/Sea Level Rise	Three Years \$180,000.00
84	Town Hall Emergency Generator	Glen Ridge	Public Works	HMGP	New	All-hazards	One Year \$5,000.00
85	East Lake Village Project	Pahokee	Public Works	HMGP	New	Flooding	Five Years \$300,375.00
86	Dexter Rd Drainage Project	Mangonia Park	Public Works	HMGP	New	Flooding	One Year \$435,556.00
87	EOC Construction	Belle Glade	Public Works	HMGP	New	All-hazards	One Year \$2,900,000.00
88	Landscape Hardscape	Lake Worth Beach	Public Works	HMGP	New	Flooding	One Year \$741,200.00
89	Demo of Vacant Properties	Lake Worth Beach	Public Works	HMGP	New	All-hazards	One Year \$692,000.00

Rank	Project Description	Jurisdiction	Responsible Agency	Potential Funding Source(s)	New, Deferred, Completed or Deleted	Hazard Being Mitigated	Completion Timeframe / Cost
90	Outfall Canal Control Structure	Indian Trail Improvement Dist	Public Works	HMGP	New	All-hazards	One Year \$400,000.00
91	Pump Station Hardening	Indian Trail Improvement Dist	Public Works	HMGP	New	All-hazards	One Year \$750,000.00
92	C-23/Pierson Rd Improvements	Wellington	Public Works	HMGP	New	Flooding	One Year \$3,530,000.00
93	Generator for Temporary Shelter at Community Center	Mangonia Park	Public Works	HMGP	New	All-hazards	One Year \$46,362.00
94	M-2 Impoundment	Indian Trail Improvement Dist	Public Works	HMGP	New	Flooding	One Year \$205,126.00

Projects deleted, deferred, awarded funding, or completed from Sept 2014 – Jun 2019

Caroline Area Improvements	West Palm Beach	Public Works	Duplicate Entry	Deleted	Flooding
Gregory Rd Improvements	West Palm Beach	Public Works	City funded the project	Completed	Flooding
Washington Road Improvements	West Palm Beach	Public Works	City funded the project	Completed	Flooding
Lantana Cove Drainage Improvements	Lantana	Public Works	Duplicate Entry	Deleted	Flooding
Project Title	Municipality/Agency	Responsible Department	Reason for Removal	Project Status	Hazard Mitigated

North and South Roads Stormwater Improvement	Boynton Beach	Public Works	Duplicate Entry	Deleted	Flooding
Southeast Ave K Drainage	Belle Glade	Public Works	City funded the project	Completed	Flooding
Northeast Ave H Drainage	Belle Glade	Public Works	City funded the project	Completed	Flooding
Lake Shore Civic Center Retrofit	Belle Glade	Public Works	City funded the project	Completed	All-hazards
City Hall Retrofit	Belle Glade	Public Works	City funded the project	Completed	All-hazards
Public Works Hardening	Belle Glade	Public Works	City funded the project	Completed	All-hazards
EOC Construction	Lantana	Public Works	Duplicate Entry	Deleted	All-hazards
Saratoga Drainage Improvements	Royal Palm Beach	Public Works	City funded the project	Completed	Flooding
Original Section Drainage Improvements	Greenacres	Public Works	City funded the project	Completed	Flooding
North & South Roads Stormwater & Water Main Improvements	Boynton Beach	Public Works	City funded the project	Completed	Flooding
Miller Rd Storm Water Improvement Project	Palm Springs	Public Works	HMGP	Project Awarded	Flooding
Lantana Library Hurricane Shutter System	Lantana	Public Works	HMGP	Project Awarded	All-hazards
EOC Retrofit	Lantana	Public Works	HMGP	Project Awarded	All-hazards
901 EOC Retrofit	Lantana	Public Works	HMGP	Duplicate Entry-Proj Awarded	All-hazards
Lantana Police Department Wind Retrofit	Lantana	Public Works	HMGP	Duplicate Entry-Proj Awarded	All-hazards
Palm Beach Data Acquisition, Simulation, and Scenario Mgmt	South Florida Water Management District	SFWMD	HMGP, other Internal Funding	Deleted	Flooding

Repair of City's Stormwater System	South Bay	Public Works	HMGP	Duplicate Entry	Flooding
Retrofit City Hall	South Bay	Public Works	HMGP	Duplicate Entry	All-hazards
Town Hall Impact Retrofit	Jupiter	Public Works	HMGP	Duplicate Entry	All-hazards
EOC/Hurricane Community Center	South Bay	Public Works	HMGP	Not eligible	All-hazards
Individual Mitigation Measures	Mangonia Park	Public Works	HMGP	Withdrawn	Flooding
Primary East-West Conveyance Improvements	Indian Trail Improvement Dist	Public Works	HMGP	Deleted	Flooding
Sheriff's Office Wind Retrofit	Lake Park	Public Works	HMGP, other Internal Funding	Withdrawn, no longer viable	All-hazards
PO4 Chemical Building Hardening	Lake Park	Public Works	HMGP, other Internal Funding	Deleted/outdated	Flooding/Hazardous Materials
Reed Road & Miller Way Storm Water Drains	Lake Park	Public Works	HMGP	Deleted	Flooding
10 th Street Stormwater Improvement	Lake Park	Public Works	HMGP	Deleted	Flooding
Community/Emergency Shelter	Lake Park	Public Works	HMGP	Deleted/outdated	All-hazards

Completed project photos from City of Belle Glade

City Hall Retrofit



Lake Shore Civic Center Retrofit



NE Avenue H Drainage Project



Public Works Building Hardening Project



SE Avenue K Drainage Project



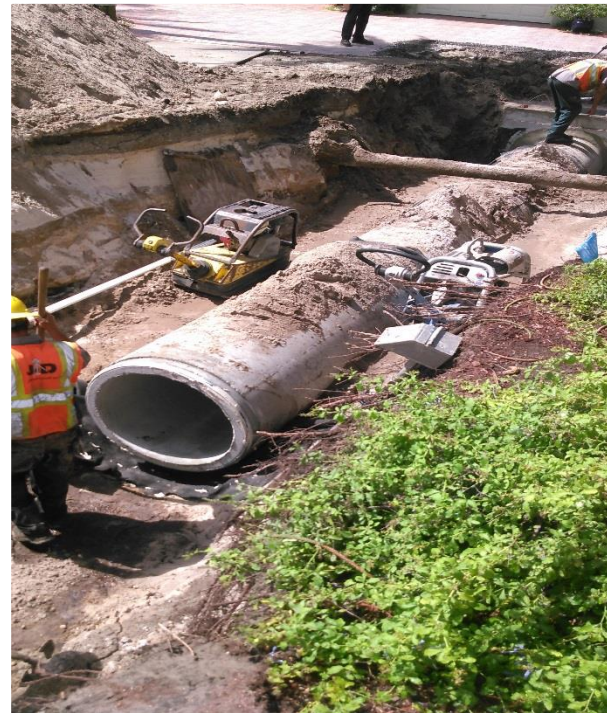
City of Greenacres Completed Project

Original Section Stormwater Drainage Systems Project



City of Boynton Beach Completed Project

North and South Roads Stormwater Project



Appendix F: Funding and Data Sources

This appendix addresses, in part, the following FEMA requirements:

Requirement §201.6(c)(3): The plan shall include a mitigation strategy that provides the jurisdiction’s blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

Requirement §201.6(c)(3)(ii): The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

Requirement §201.6(c)(3)(i): The hazard mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

Palm Beach County seeks to utilize every available funding source to provide comprehensive mitigation funding to mitigation projects. We do this by utilizing resources at the local, state, and federal levels and by being in continued contact with funding agencies and partners throughout the region.

The following list, though not exhaustive, includes many of the ways mitigation projects are funded or encouraged to be funded by the LMS in the county:

- Hazard Mitigation Grant Program (HMGP) – This program provides funding only after a Presidentially-declared disaster affects the county. It is provided by FEMA, and administered by the State of Florida’s Mitigation Branch as an Enhanced Mitigation Plan state. All projects to apply for this program must be included on the County’s PPL and each jurisdiction must have adopted the LMS in order to qualify for these funds. Additionally, jurisdictions are encouraged after a disaster to coordinate and use Section 406 funds in conjunction with Section 404 funds as allowable to mitigate future damages.
- Flood Mitigation Assistance (FMA) – Again, this is a FEMA-funded program that is released annually. It is not tied to disasters and is intended to mitigate recurring flooding issues within a jurisdiction. It is a nationwide, competitive grant program in which each state may only apply for one grant. Projects applying through this grant program must be included on the County’s PPL and each jurisdiction must have adopted the LMS to qualify.
- Pre-Disaster Mitigation (PDM) – Another FEMA-funded program that is released annually. It is similar to the FMA program except it is not restricted to flood-related projects. It is a nationwide, competitive grant program. Projects applying through this grant program must be included on the County’s PPL and each jurisdiction must have adopted the LMS to qualify.
- Small Business Administration Loan Program – This program is coordinated through the Division of Emergency Management, but typically does not involve the LMS. It

allows individuals as well as jurisdictions to take out low or no interest loans for specific issues related to mitigation.

- Community Development Block Grants (CDBG) – These grants, provided by the federal Housing and Urban Development department, are grants given to jurisdictions for a multitude of reasons and are somewhat flexible on how the jurisdiction may be able to use them. Although they have not been fully utilized for mitigation purposes, the LMS encourages jurisdictions to actively look at these grants as a source of potential funding for their mitigation projects. CDBG is independent of the LMS process, so funds that are used for mitigation are not required to follow the standard LMS submission and prioritization process. However, since these funds are allowable to be used as the local 25% match for HMGP funds, anytime these funds are used for that purpose they must follow the standard LMS processes.
- Hurricane Loss Mitigation Program – This program is 100% funded by the State of Florida annually as the only state-funded mitigation program in the nation. It provides small grants to jurisdictions of up to \$194,000 dollars for mitigation projects. These funds are also independent of the LMS process, although HLMP funds have often been used to complete small mitigation projects that do not go over that funding limit. We also encourage jurisdictions to use these funds to assist in mitigating Repetitive Loss and Severe Repetitive Loss properties when the costs do not exceed the established funding limit.
- Capital Improvement funds – These are funds paid for locally through tax dollars to improve the capital structure of a jurisdiction. Many prioritized LMS projects over the years have eventually been funded using Capital Improvement funds locally. These funds are independent of the standard LMS process.
- Penny Tax – This is a recent funding mechanism that can be used to fund projects locally. The County has a one-percent sales tax with the funding dedicated specifically to infrastructure projects, including mitigation of infrastructure. The LMS highly encourages jurisdictions to apply for and use the penny tax to complete mitigation projects.

Several years ago, Economic Development Administration and Public Entity Risk Institute grant funds, and private sector donations were used for the establishment of a state-of-the-art community wide Post Disaster Redevelopment Plan and business preparedness initiatives designed to build a more disaster resilient community and economy.

Hazard-specific HMGP projects, submitted specifically in response to county allocations, may, at the discretion of the LMS Steering Committee and Evaluation Panel, be prioritized using other criteria relevant to flood mitigation and wind retrofit projects. In response to Hurricanes Frances & Jeanne, the LMS's Flood Mitigation Technical Advisory Committee played an important role in prioritizing HMGP flood mitigation projects.

Once projects are submitted to DEM Management and FEMA those funding agencies work directly with applicant jurisdictions and organizations. The LMS monitors project status, and assists and works with applicants and funding agencies to resolve issues and problems that may arise. A list of all mitigation funding sources is maintained on the DEM Sharepoint site.

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Appendix G: Hazard & Risk Assessment Maps

Appendix M contains hazard boundary and risk assessment maps. Using County and municipal GIS capabilities, facility inventory lists and property appraiser databases, and other local, regional, state, and national agency databases, the LMS is able to map any location-specific hazard risk or event and estimate associated physical and financial losses, on demand. A representative sample of hazard maps available for risk assessment, strategy development, and other mitigation planning activities are presented in the following sections of this appendix.

The maps and data in this appendix addresses, in part, the following FEMA requirements:

Requirement §201.6(c)(2)(i): The risk assessment shall include a description of the type of all natural hazards that can affect the jurisdiction.

Requirement §201.6(c)(2)(i): The risk assessment shall include a description of the location and extent of all natural hazards that can affect the jurisdiction. The plan shall **include** information on previous occurrences of hazard events and on the probability of future hazard events.

Requirement §201.6(c)(2)(ii): The risk assessment shall include a description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description **shall** include an overall summary of each hazard and its impact on the community.

Requirement §201.6(c)(2)(ii): The risk assessment must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged by floods.

Requirement §201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.

Requirement §201.6(c)(2)(ii)(B): The plan should describe vulnerability in terms of an estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate.

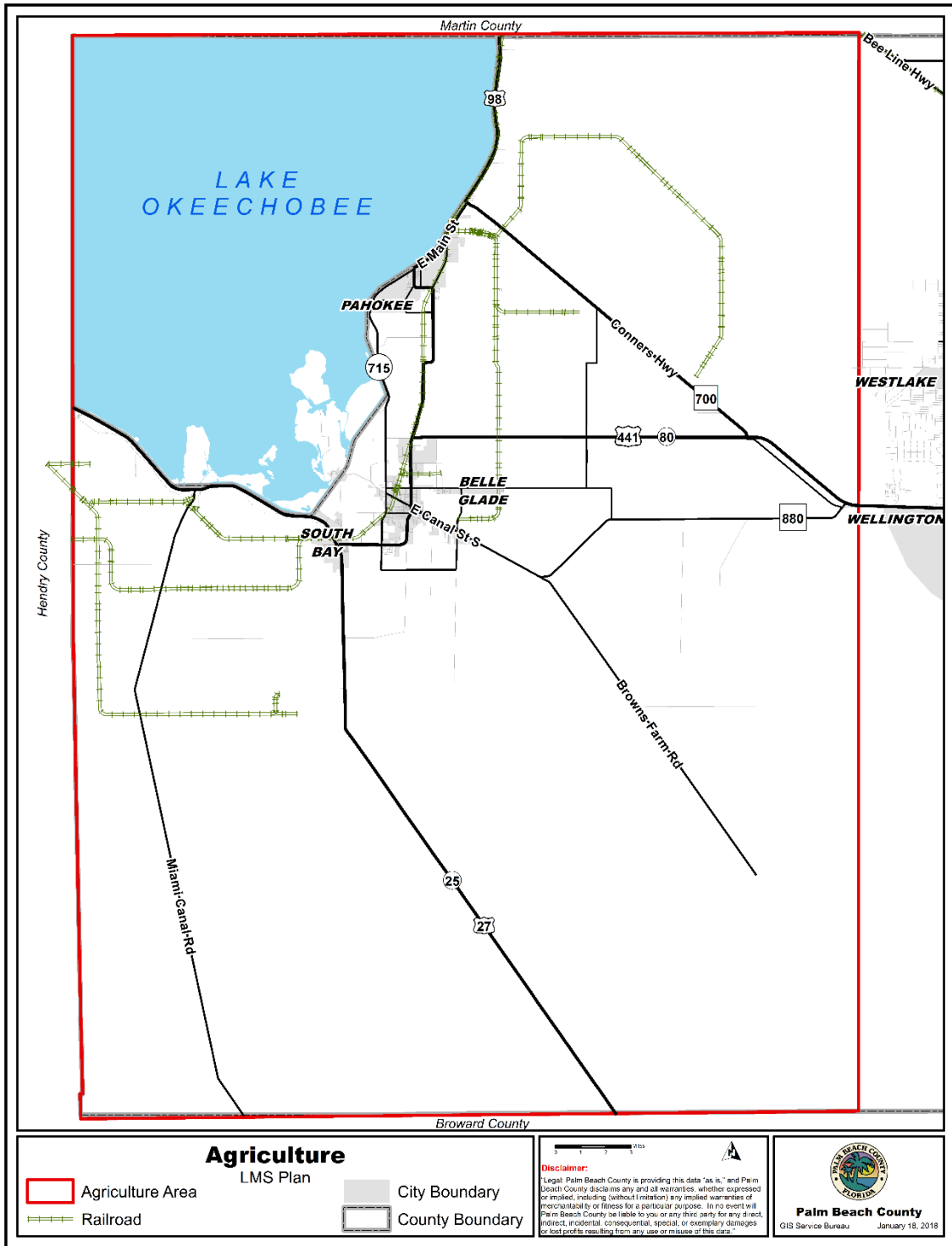
Requirement §201.6(c)(2)(ii)(C): The plan should describe vulnerability in terms of providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

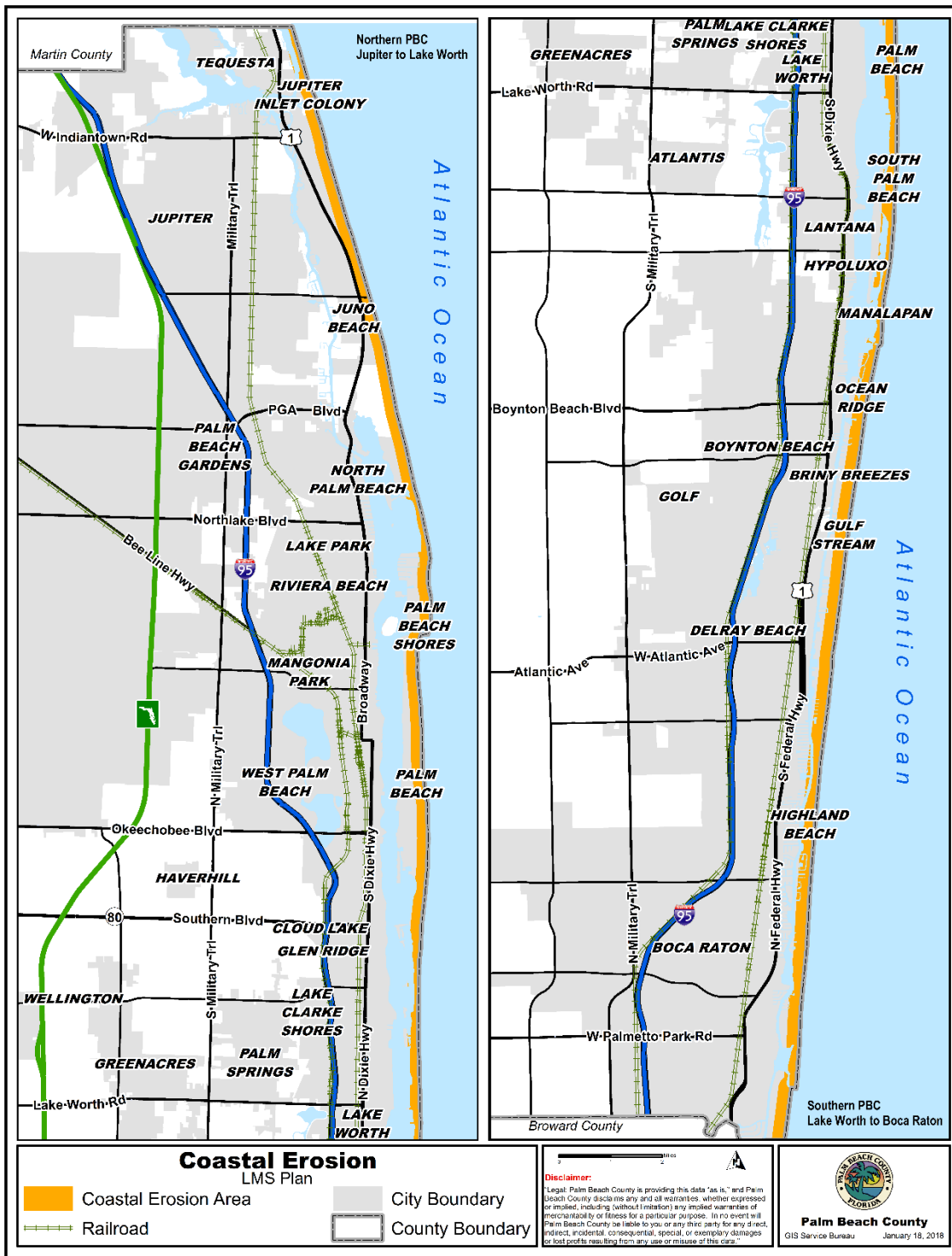
Requirement §201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

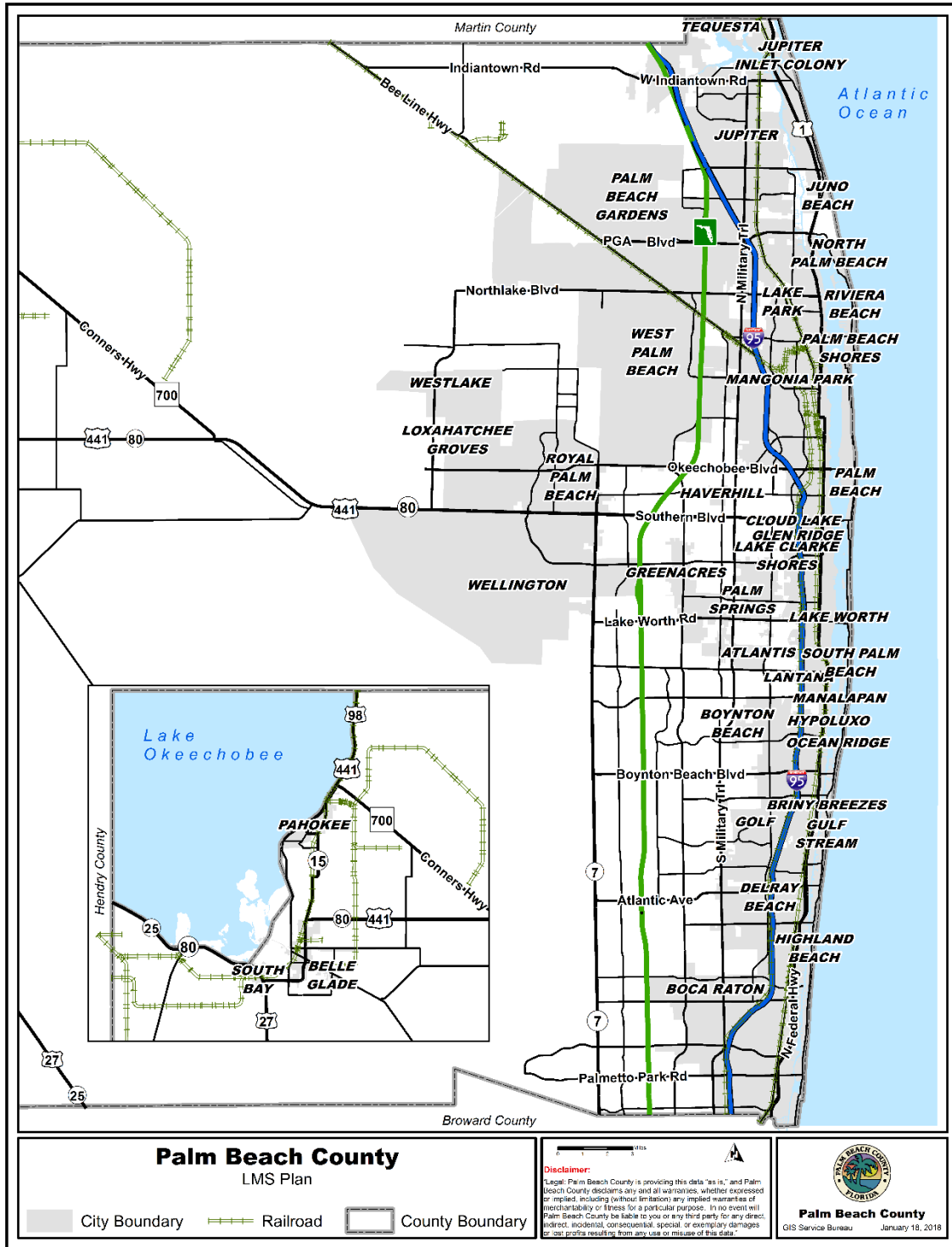
Further risk assessment detail pertinent to these FEMA requirements are contained in Appendix A, in the PBC Hazard Environment section and in the hazard profiles.

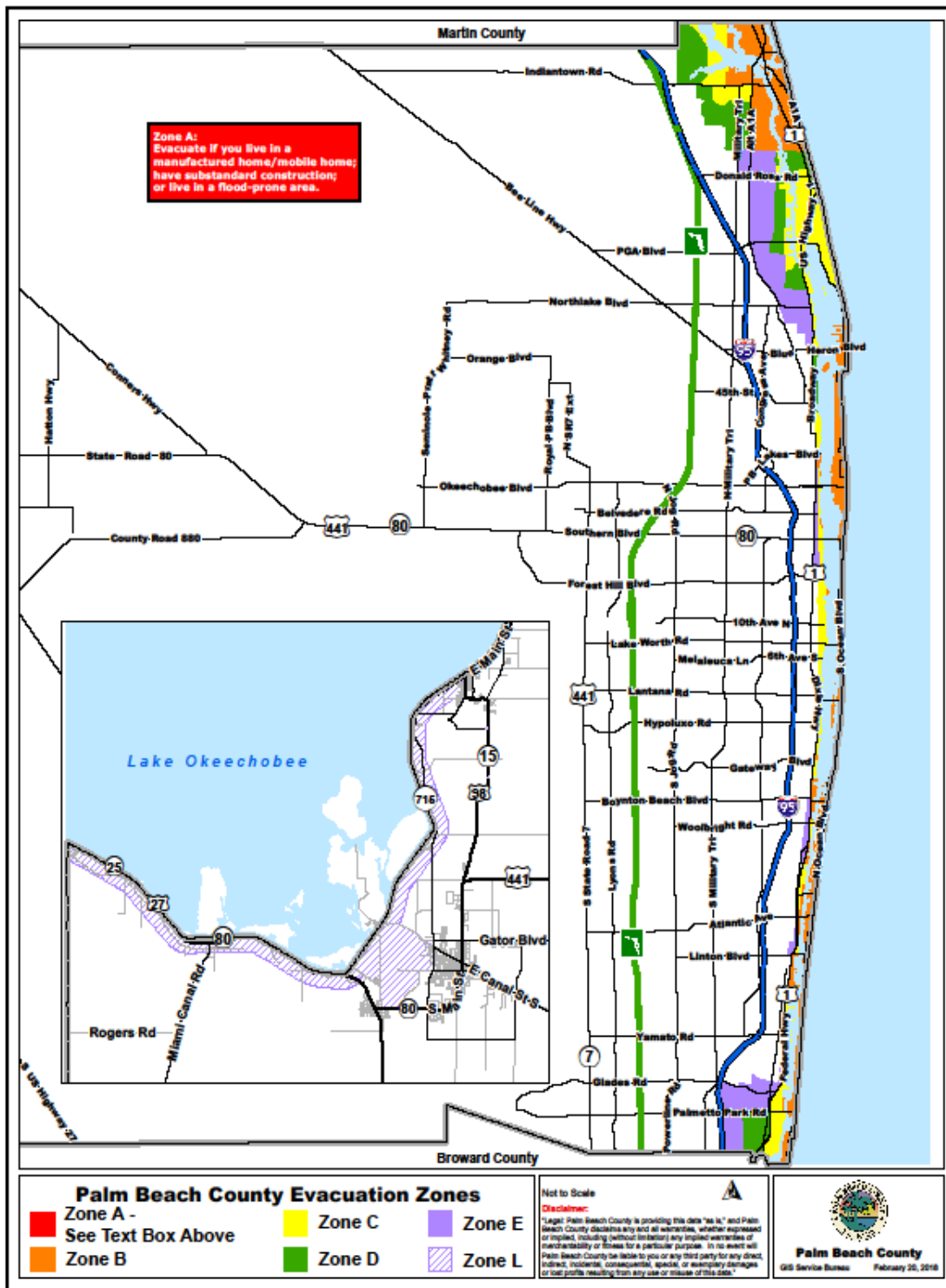
The maps listed in this appendix are cited below.

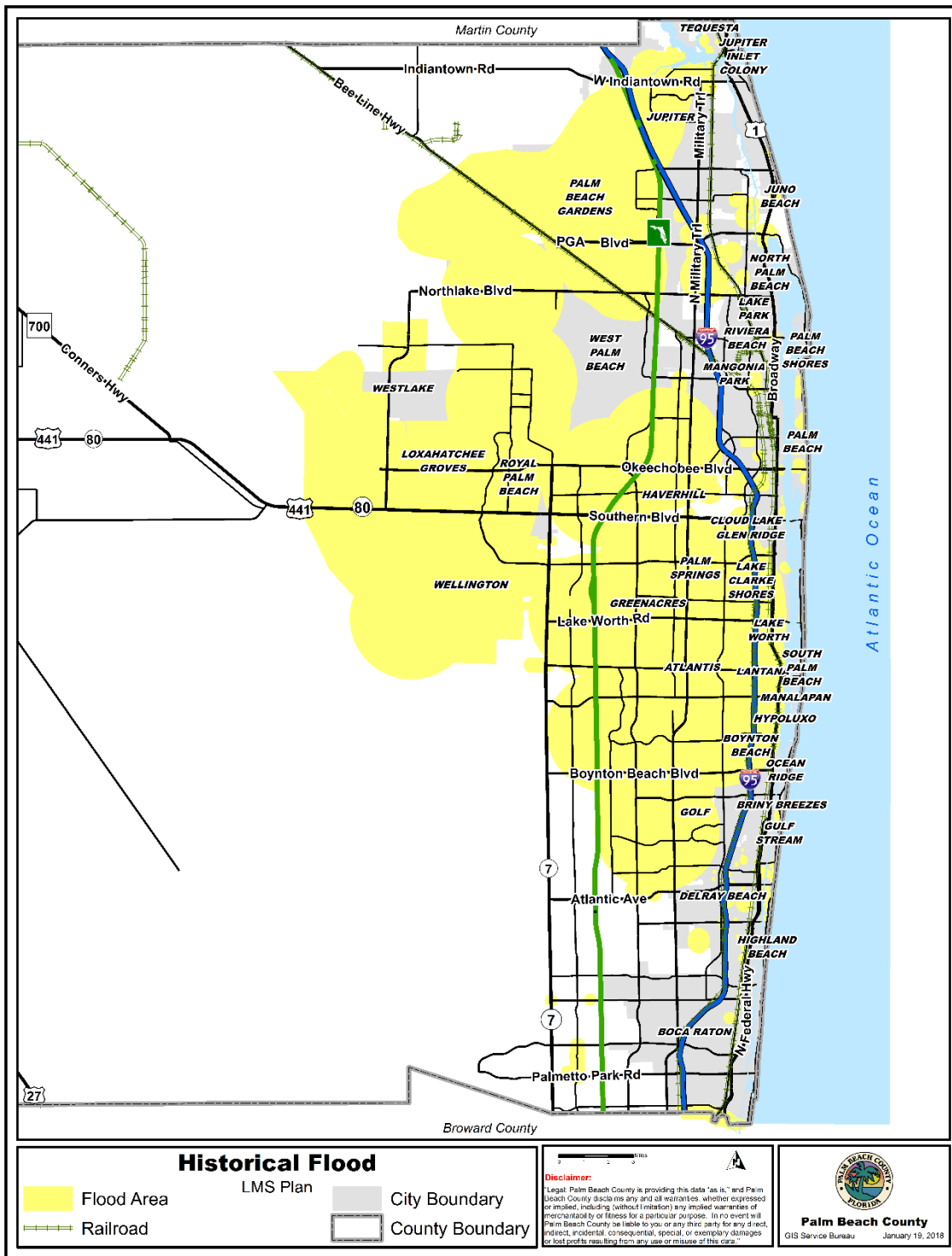
Map	Source
Historical Flood Prone Areas	SFWMD & PBCGIS
Storm Surge Areas	USACE
Evacuation Zones	DEM/USACE
Coastal Erosion Boundary	PBC ERM
Hebert Hoover Dike Breach Reach	SFWMD
Wellfield Protection Zones	PBC ERM
Wildland Fire Areas	Division of Forestry/PBCFR
Radiological Ingestion Pathway Zone	FP&L
Muck Fire Areas	PBC ERM
Transportation Areas	PBC GIS
Hurricane Peak Wind Potentials	NWS/NHC
Other Countywide Hazard Threats (Tornado, Extreme Temps, etc.)	PBC GIS
Agricultural Pests	PBC ERM
Tsunami Buffer	Tsunami Society
Sea Level Rise Possible Inundation	Southeast Florida Regional Climate Change Compact

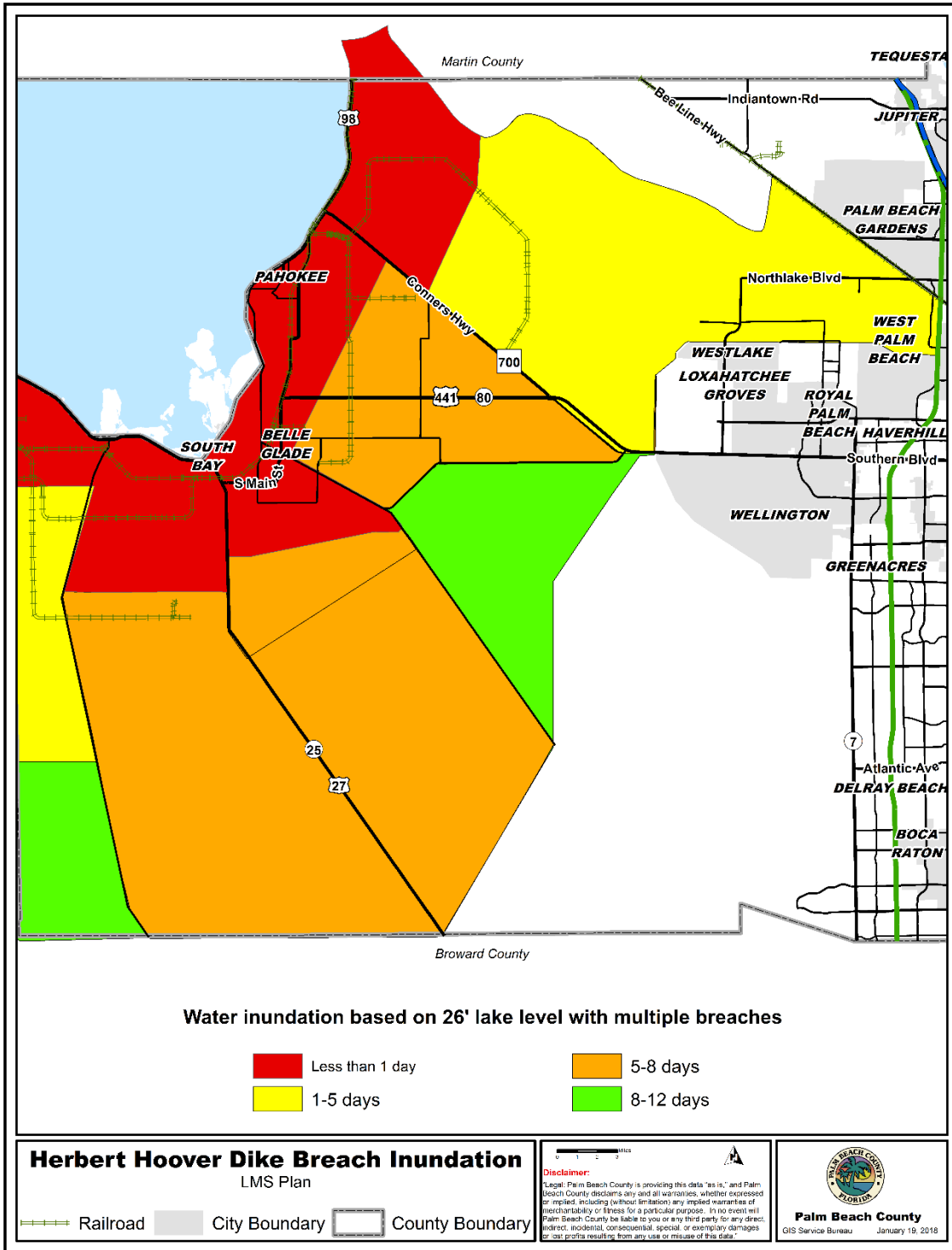


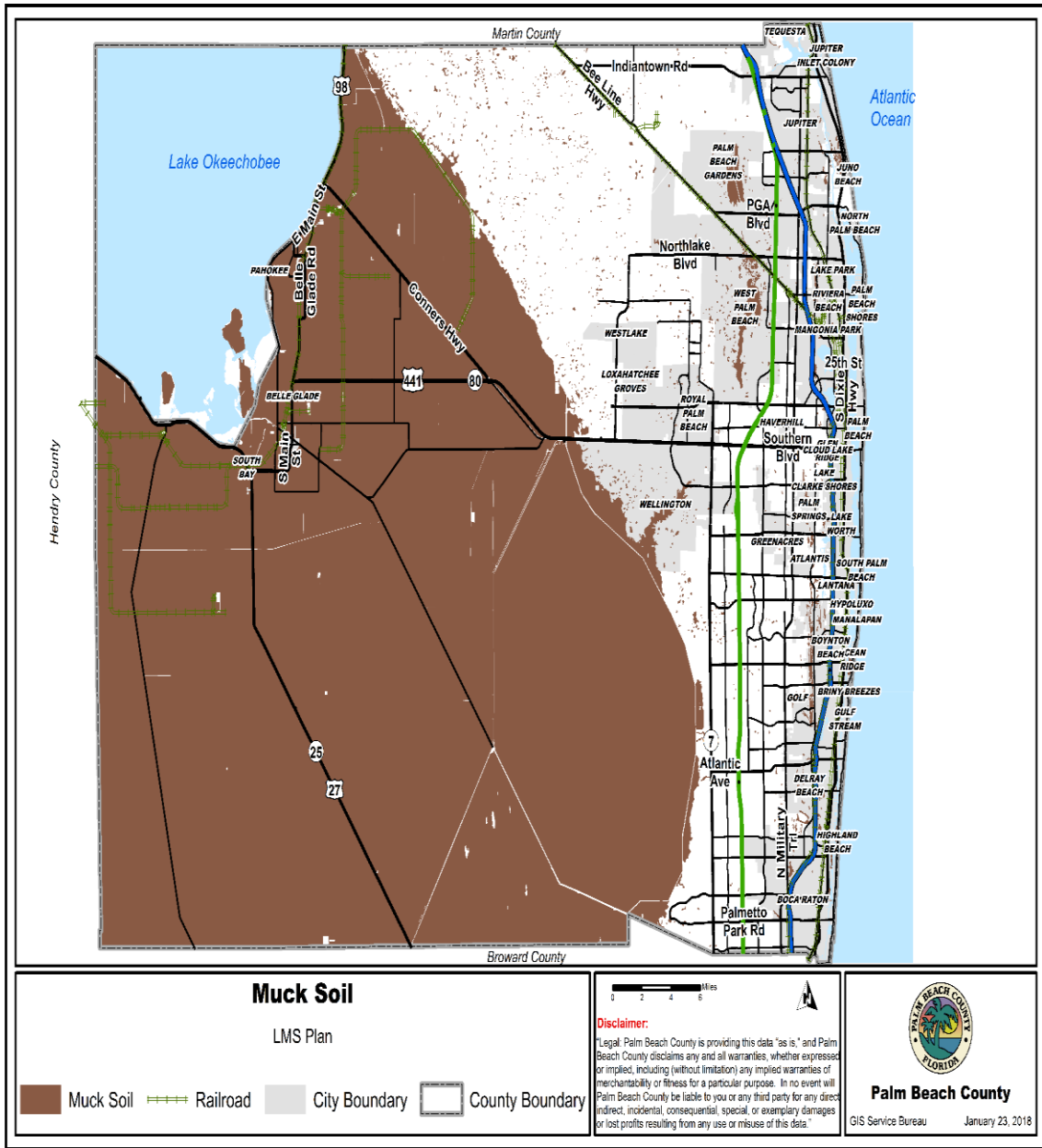


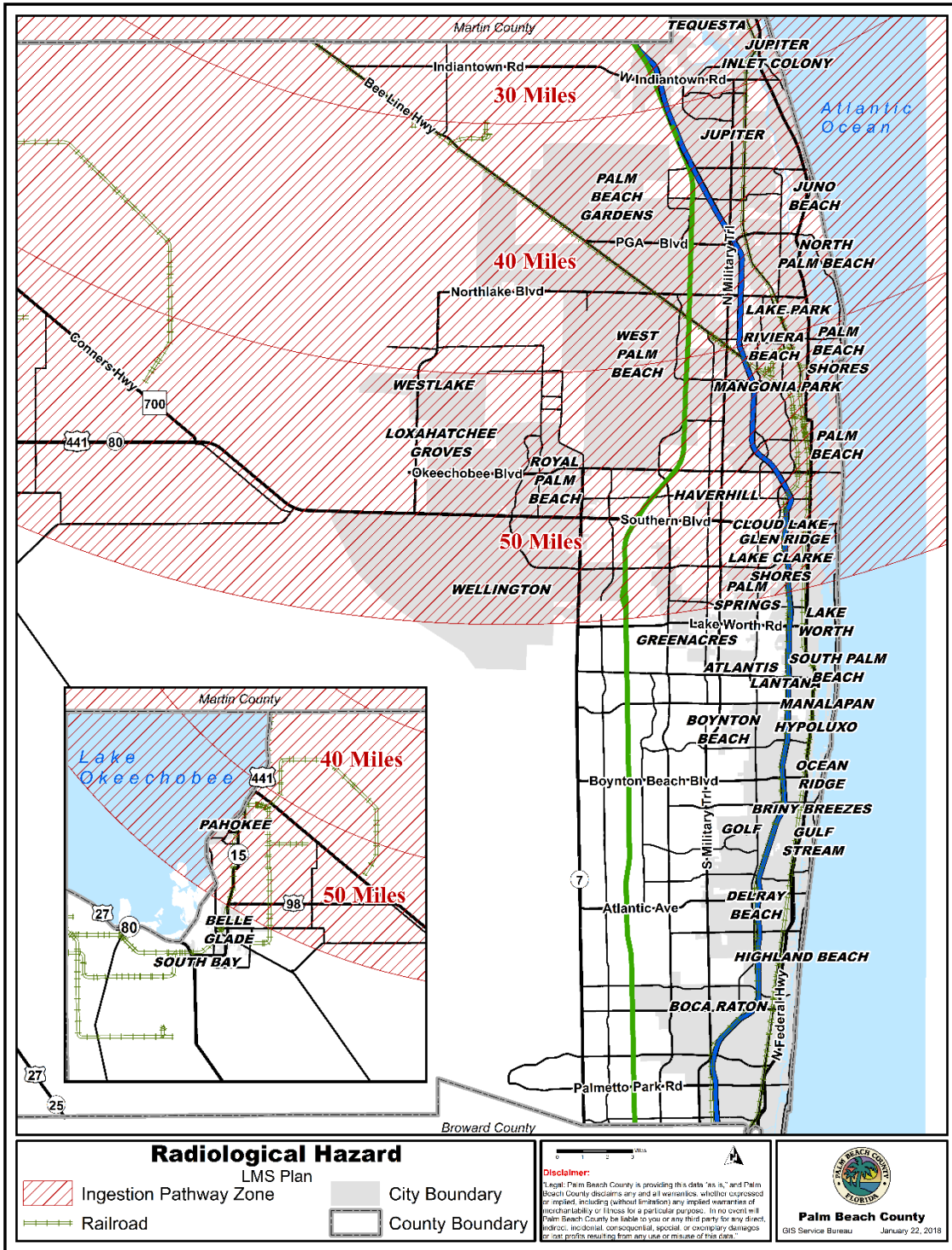


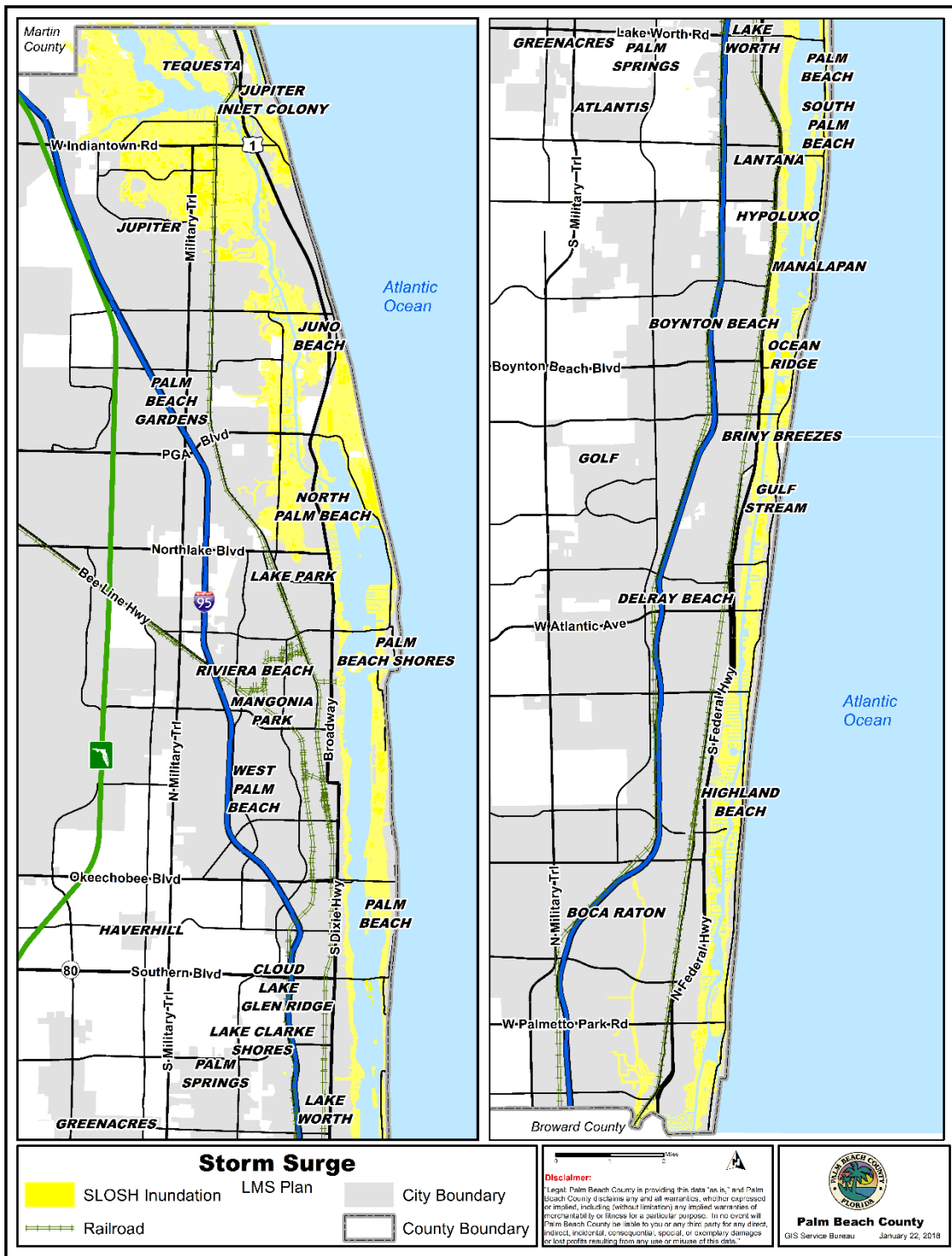


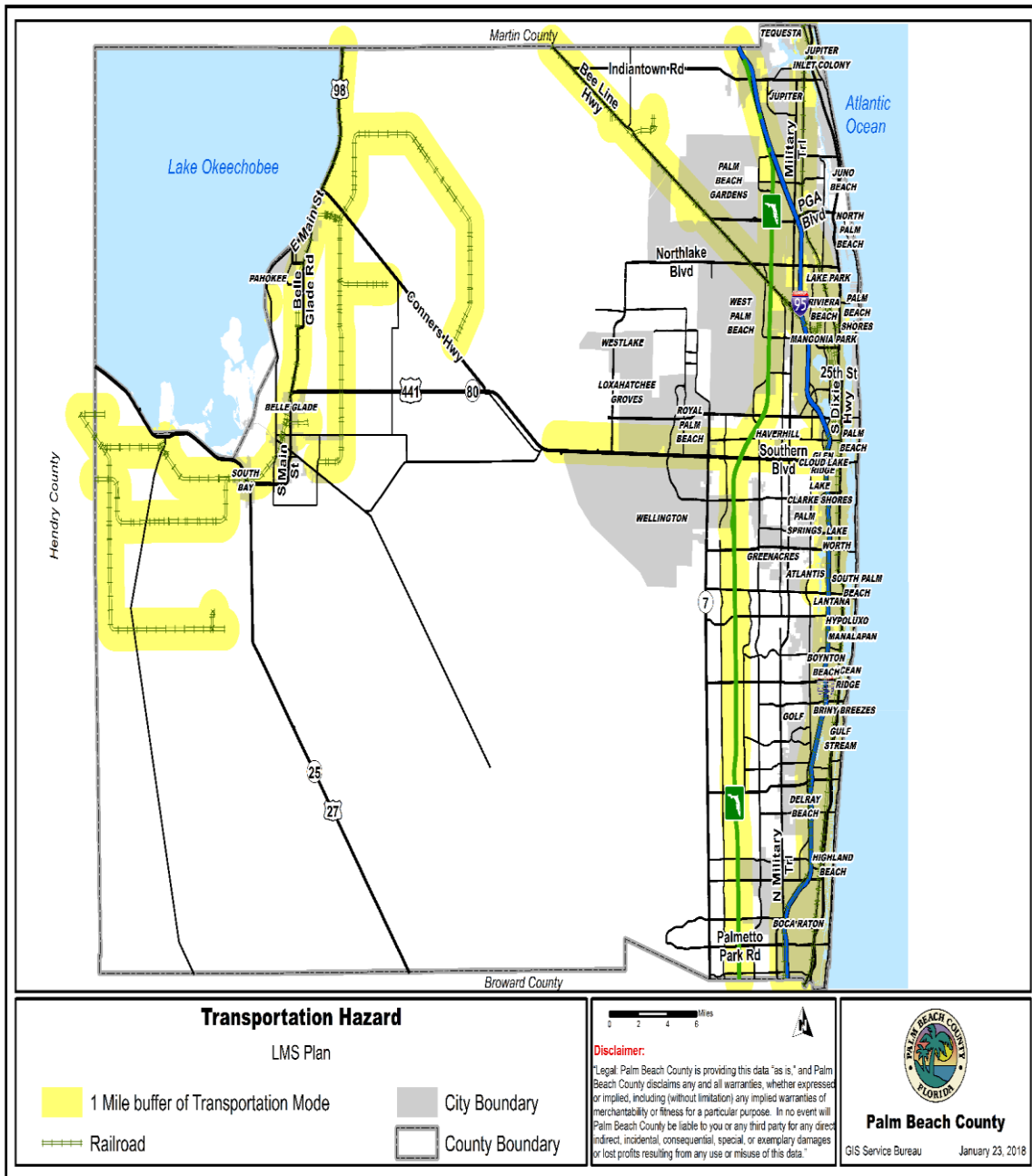


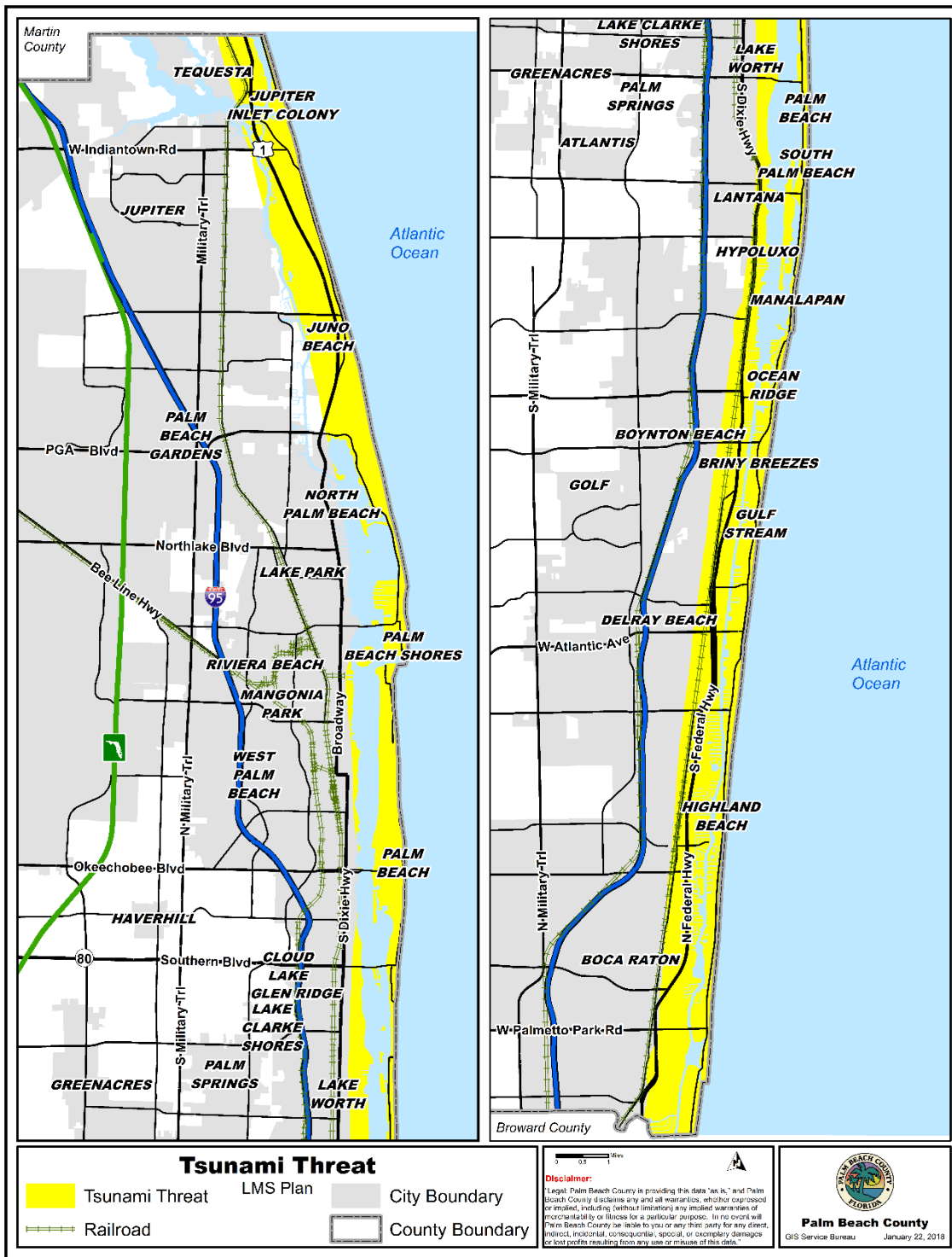


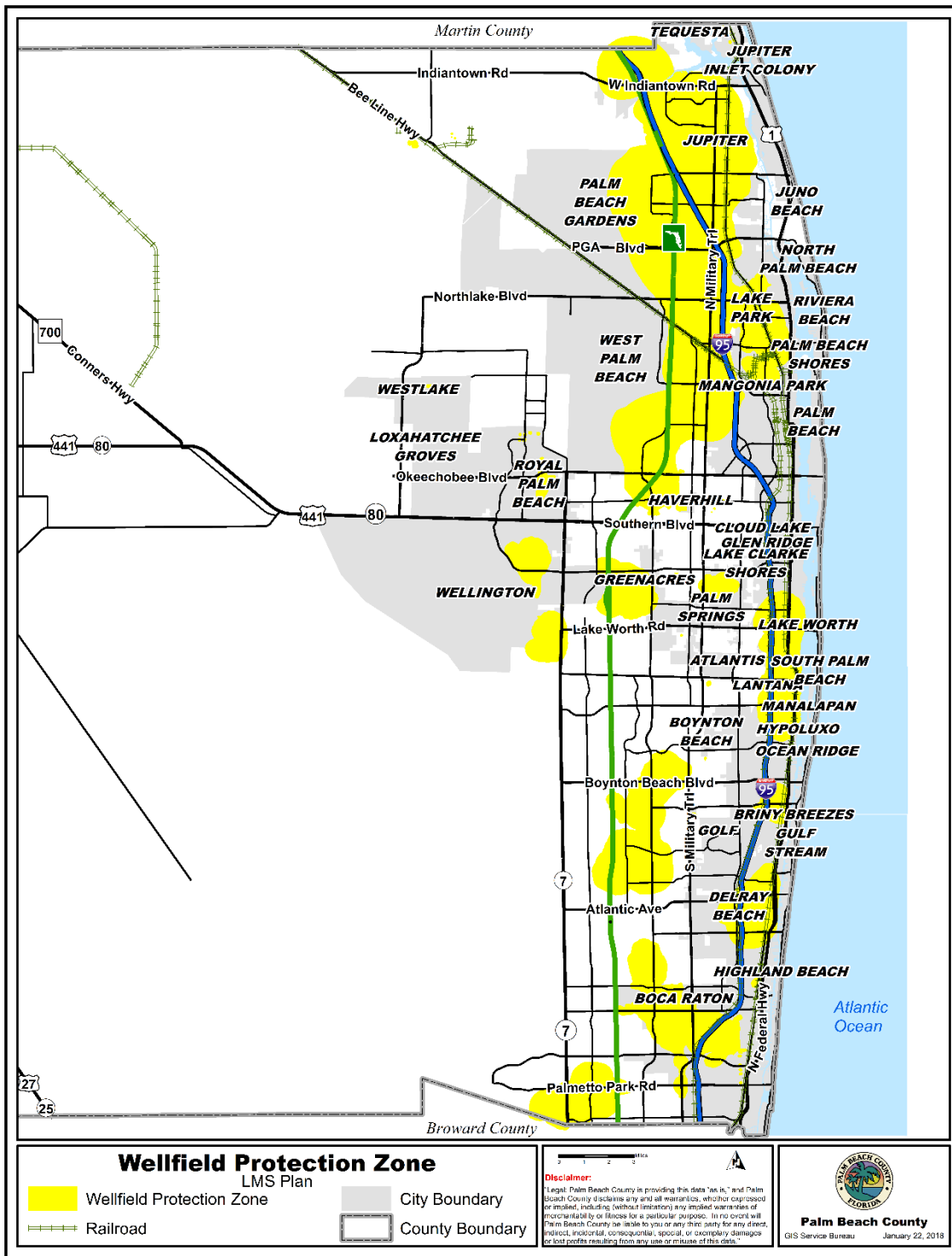


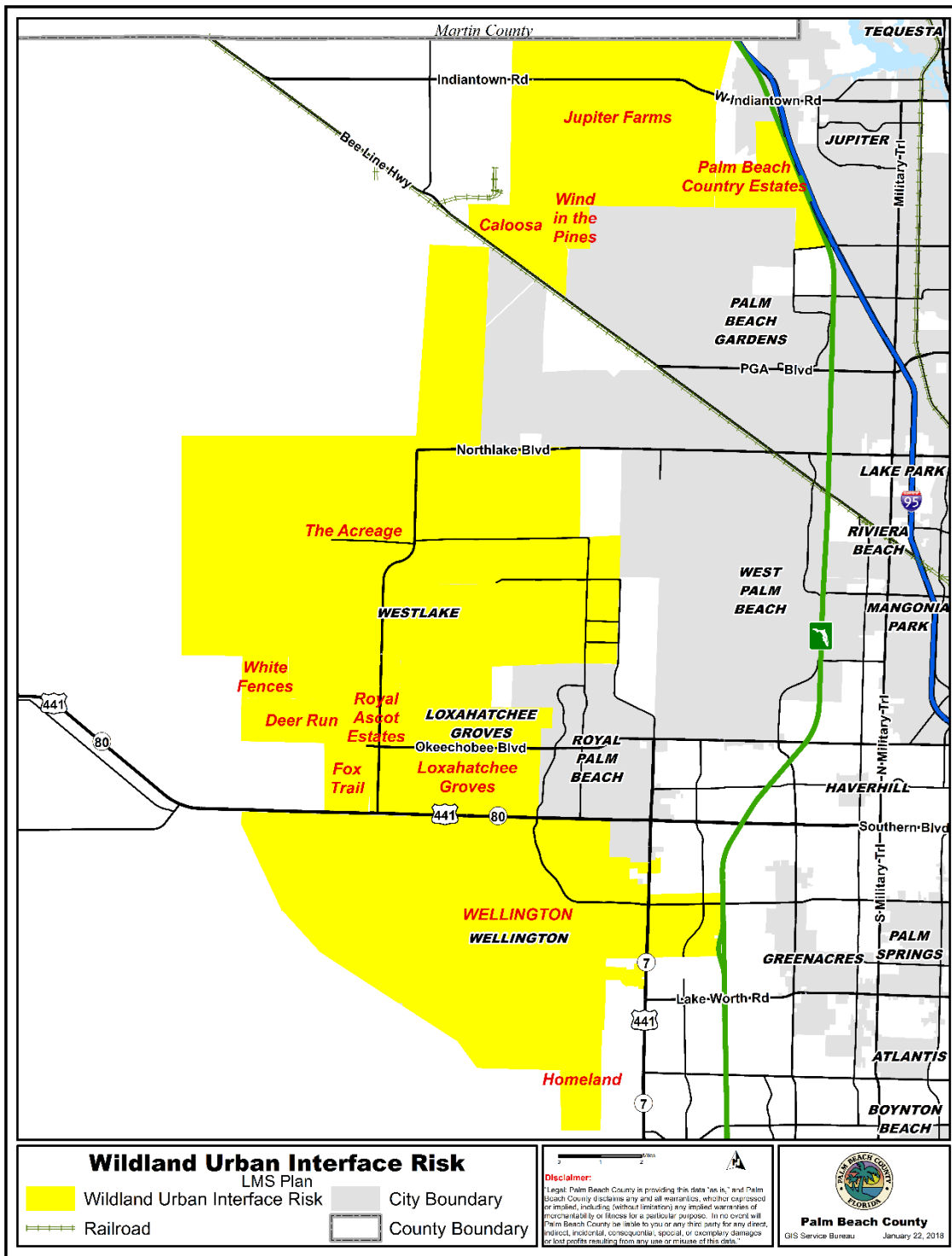




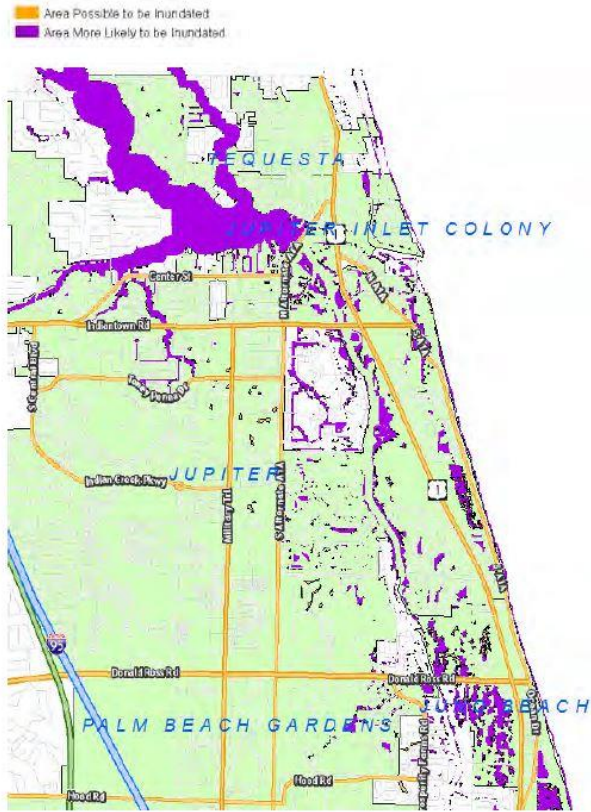








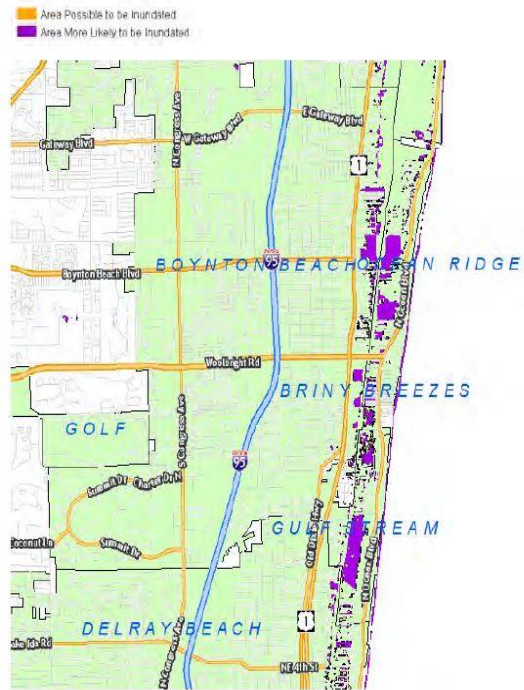
2-Foot Sea Level Rise in Palm Beach County - Jupiter Area



2-Foot Sea Level Rise in Palm Beach County - Boca Raton Area



2-Foot Sea Level Rise in Palm Beach County - Boynton Beach Area



Appendix H: Repetitive Loss Properties

In accordance with the following FEMA requirement, the PBC LMS includes repetitive flood loss structures in its risk assessments:

Requirement §201.6(c)(2)(ii): The risk assessment must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged by floods.

In addition, PBC’s LMS and Community Rating System programs monitor the number and locations of flood prone properties countywide. Currently, there are 337 FEMA-registered repetitive flood loss buildings in the combined jurisdictions of incorporated and unincorporated PBC.

Repetitive Loss Properties

Repetitive loss properties are defined by the National Flood Insurance Program as, “properties with two or more NFIP claims of at least \$1,000 in any rolling ten year period”. Repetitive-loss properties constitute a significant drain on the resources of the NFIP, costing about \$ 200,000,000 annually. Repetitive-loss properties comprise approximately 1 percent of currently insured properties but account for 25 to 30 percent of claims losses. They represent a key target of the NFIP for mitigation, including relocation, elevation, and buyouts.

According to FEMA Repetitive Loss data provided by FEMA Region IV insurance analysts, as of December 31, 2018 PBC has a total of **337** repetitive loss properties. A chart of repetitive loss properties is available in this appendix.

This appendix also includes aggregate data from 1978 to November of 2018 of each municipality as well as unincorporated PBC flood-related losses documented by NFIP. It also includes data from FEMA/NFIP regarding NFIP flood policy information as of November 30, 2018.

Repetitive Loss Buildings in Palm Beach County

Community Name	RL Buildings
Atlantis	1
Belle Glade	0
Boca Raton	10
Boynton Beach	18
Briny Breezes	0
Cloud Lake	1
Delray Beach	16
Glen Ridge	0
Golf	0
Greenacres	0
Gulf Stream	3
Haverhill	1
Highland Beach	0
Hypoluxo	0
Juno Beach	4
Jupiter	13
Jupiter Inlet Colony	0
Lake Clarke Shores	0
Lake Park	2
Lake Worth Beach	12
Lantana	6
Loxahatchee Groves	0
Manalapan	3
Mangonia Park	2
North Palm Beach	2
Ocean Ridge	16
Pahokee	1
Palm Beach	90
Palm Beach County	74
Palm Beach Gardens	6
Palm Beach Shores	2
Palm Springs	10
Riviera Beach	10
Royal Palm Beach	0
South Bay	0
South Palm Beach	1
Tequesta	2
Wellington	2
Westlake	0
West Palm Beach	29
Totals:	279

Appendix H (source: FEMA RLP data as of 12/31/2018)

LOSS STATISTICS
FLORIDA
AS OF 11/30/2017

COUNTY NAME	COMMUNITY NAME	TOTAL LOSSES	CLOSED LOSSES	OPEN LOSSES	CWOP LOSSES	TOTAL PAYMENTS
PALM BEACH COUNTY	ATLANTIS, CITY OF	29	18	0	11	316,370.90
	BELLE GLADE, CITY OF	8	3	1	4	26,837.91
	BOCA RATON, CITY OF	629	208	18	403	2,313,252.56
	BOYNTON BEACH, CITY OF	584	250	8	326	1,644,892.91
	BRINY BREEZES, TOWN OF	13	6	0	7	14,227.77
	CLOUD LAKE, TOWN OF	7	5	0	2	20,317.57
	DELRAY BEACH, CITY OF	752	340	7	405	2,542,937.58
	GLEN RIDGE, TOWN OF	6	4	0	2	8,520.02
	GOLF, VILLAGE OF	3	2	0	1	42,999.54
	GREENACRES, CITY OF	20	6	0	14	42,206.73
	GULF STREAM, TOWN OF	43	20	1	22	126,963.30
	HAVERHILL, TOWN OF	7	6	0	1	70,254.16
	HIGHLAND BEACH, TOWN OF	89	11	4	74	147,732.43
	HYPOLUXO, TOWN OF	22	5	0	17	13,145.43
	JUNO BEACH, TOWN OF	43	22	2	19	314,029.92
	JUPITER INLET COLONY, TOWN OF	17	8	0	9	105,470.23
	JUPITER, TOWN OF	477	225	1	251	3,158,427.09
	LAKE CLARKE SHORES, TOWN OF	19	9	0	10	27,254.62
	LAKE PARK, TOWN OF	44	23	0	21	622,665.46
	LAKE WORTH, CITY OF	200	107	3	90	703,091.32
	LANTANA, TOWN OF	152	83	0	69	1,442,016.22
	MANALAPAN, TOWN OF	83	25	2	56	346,198.38
	MANGONIA PARK, TOWN OF	13	12	0	1	465,502.44
	NORTH PALM BEACH, VILLAGE OF	108	51	0	57	367,768.76
	OCEAN RIDGE, TOWN OF	192	91	3	98	1,298,956.70
	PAHOKEE, CITY OF	15	4	0	11	45,582.20
	PALM BEACH COUNTY *	3,940	1,603	57	2,280	17,625,098.59
	PALM BEACH GARDENS, CITY OF	304	166	0	138	1,466,415.10
	PALM BEACH SHORES, TOWN OF	58	24	0	34	889,658.54
	PALM BEACH, TOWN OF	1,195	672	9	514	13,259,167.40
	PALM SPRINGS, VILLAGE OF	83	36	0	47	182,235.26
	RIVIERA BEACH, CITY OF	266	89	4	173	1,370,397.84
	ROYAL PALM BEACH, VILLAGE OF	36	14	0	22	233,542.42
	SOUTH BAY, CITY OF	1	0	0	1	.00
	SOUTH PALM BEACH, TOWN OF	65	31	0	34	1,400,361.95
	TEQUESTA, VILLAGE OF	75	31	1	43	261,270.90
	WEST PALM BEACH, CITY OF	474	277	1	196	3,710,290.10

Appendix H: Aggregate Flood Loss Data since 1978 (source: FEMA/NFIP database)

Policy Statistics
Florida
AS OF 11/30/2017

County Name	Community Name	Policies In-force	Insurance In-force whole \$	Written Premium In-force
PALM BEACH COUNTY	ATLANTIS, CITY OF	379	92,285,300	106,381
	BELLE GLADE, CITY OF	123	37,678,000	56,849
	BOCA RATON, CITY OF	15,357	4,198,937,000	5,706,223
	BOYNTON BEACH, CITY OF	8,885	1,912,665,000	3,169,413
	BRINY BREEZES, TOWN OF	67	7,976,400	49,054
	CLOUD LAKE, TOWN OF	14	3,377,500	5,027
	DELRAY BEACH, CITY OF	8,013	2,051,718,700	3,916,055
	GLEN RIDGE, TOWN OF	20	5,949,000	8,860
	GOLF, VILLAGE OF	30	11,080,000	14,620
	GREENACRES, CITY OF	367	95,932,400	133,708
	GULF STREAM, TOWN OF	374	116,521,600	370,017
	HAVERHILL, TOWN OF	18	5,530,000	6,485
	HIGHLAND BEACH, TOWN OF	4,097	984,723,900	1,045,935
	HYPOLUXO, TOWN OF	1,155	261,308,000	430,588
	JUNO BEACH, TOWN OF	1,630	388,395,000	504,600
	JUPITER INLET COLONY, TOWN OF	125	42,859,300	50,028
	JUPITER, TOWN OF	7,605	1,931,879,700	2,443,015
	LAKE CLARKE SHORES, TOWN OF	246	77,986,700	101,682
	LAKE PARK, TOWN OF	822	161,573,700	270,898

* Unincorporated areas of county only

Policy Statistics
Florida
AS OF 11/30/2017

County Name	Community Name	Policies In-force	Insurance In-force whole \$	Written Premium In-force
PALM BEACH COUNTY	LAKE WORTH, CITY OF	1,533	353,943,900	879,351
	LANTANA, TOWN OF	962	216,684,200	627,771
	MANALAPAN, TOWN OF	237	74,556,300	233,590
	MANGONIA PARK, TOWN OF	41	16,578,400	55,227
	NORTH PALM BEACH, VILLAGE OF	3,925	887,138,600	1,038,862
	OCEAN RIDGE, TOWN OF	1,332	322,958,300	752,896
	PAHOKEE, CITY OF	70	18,426,000	29,833
	PALM BEACH COUNTY *	65,387	18,161,037,800	23,522,224
	PALM BEACH GARDENS, CITY OF	3,390	1,082,701,300	1,408,117
	PALM BEACH SHORES, TOWN OF	732	168,718,200	333,119
	PALM BEACH, TOWN OF	7,672	1,988,209,300	5,349,358
	PALM SPRINGS, VILLAGE OF	1,444	230,103,600	345,982
	RIVIERA BEACH, CITY OF	5,468	1,358,721,900	1,743,504
	ROYAL PALM BEACH, VILLAGE OF	638	184,218,600	225,393
	SOUTH BAY, CITY OF	31	8,913,700	20,909
	SOUTH PALM BEACH, TOWN OF	1,596	340,709,700	407,232
	TEQUESTA, VILLAGE OF	1,324	327,388,200	438,367
	WEST PALM BEACH, CITY OF	7,115	1,884,597,800	2,588,116

Appendix H: Flood Policy Data as of 11/30/17 (source: FEMA/NFIP database)

The following pages address CRS requirements of listing Repetitive Loss Properties, by jurisdiction, via occupancy type and value of structure. Also included is total building payments made by property, total contents payments, number of losses, and total amount paid per property (by jurisdiction). All property identifiers have been removed per FEMA/NFIP request.

Community Name	Occupancy	Building Value	Tot Building Payment	Tot Contents Payment	Losses	Total Paid
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ATLANTIS, CITY OF	SINGLE FMLY	115,298	45,045.72	2,882.00	2	47,927.72
BOCA RATON, CITY OF	SINGLE FMLY	462,749	111,830.10	35,334.37	2	147,164.47
BOCA RATON, CITY OF	SINGLE FMLY	231,990	13,137.04	0.00	3	13,137.04
BOCA RATON, CITY OF	SINGLE FMLY	50,000	673.60	3,826.66	2	4,500.26
BOCA RATON, CITY OF	SINGLE FMLY	190,696	22,451.29	4,843.04	2	27,294.33
BOCA RATON, CITY OF	SINGLE FMLY	301,989	10,476.19	0.00	2	10,476.19
BOCA RATON, CITY OF	SINGLE FMLY	289,438	4,669.53	0.00	2	4,669.53
BOCA RATON, CITY OF	SINGLE FMLY	773,953	101,028.25	7,475.30	2	108,503.55
BOCA RATON, CITY OF	SINGLE FMLY	109,460	5,228.35	6,466.70	2	11,695.05
BOCA RATON, CITY OF	SINGLE FMLY	250,000	9,144.40	0.00	2	9,144.40
BOCA RATON, CITY OF	OTHR-NONRES	119,200	662.00	11,250.80	3	11,912.80
BOYNTON BEACH, CITY OF	OTHER RESID	5,386,966	51,960.54	0.00	2	51,960.54
BOYNTON BEACH, CITY OF	SINGLE FMLY	225,046	126,626.62	20,000.00	4	146,626.62
BOYNTON BEACH, CITY OF	SINGLE FMLY	178,089	17,779.75	3,346.04	2	21,125.79
BOYNTON BEACH, CITY OF	SINGLE FMLY	189,406	61,493.54	9,945.05	4	71,438.59
BOYNTON BEACH, CITY OF	SINGLE FMLY	98,936	4,079.61	0.00	2	4,079.61
BOYNTON BEACH, CITY OF	SINGLE FMLY	121,790	8,972.85	0.00	2	8,972.85
BOYNTON BEACH, CITY OF	SINGLE FMLY	125,093	7,989.00	0.00	2	7,989.00

BOYNTON BEACH, CITY OF	SINGLE FMLY	129,855	4,210.79	0.00	3	4,210.79
BOYNTON BEACH, CITY OF	SINGLE FMLY	99,360	23,886.50	15,053.64	2	38,940.14
BOYNTON BEACH, CITY OF	SINGLE FMLY	118,971	20,566.35	11,901.79	2	32,468.14
BOYNTON BEACH, CITY OF	SINGLE FMLY	333,098	10,087.48	0.00	2	10,087.48
BOYNTON BEACH, CITY OF	OTHR-NONRES	892,743	59,993.91	5,812.86	2	65,806.77
BOYNTON BEACH, CITY OF	SINGLE FMLY	76,800	45,991.24	12,693.12	4	58,684.36
BOYNTON BEACH, CITY OF	SINGLE FMLY	114,870	8,675.27	2,999.87	2	11,675.14
BOYNTON BEACH, CITY OF	SINGLE FMLY	53,000	4,648.27	2,102.45	2	6,750.72
BOYNTON BEACH, CITY OF	SINGLE FMLY	44,000	5,204.72	2,506.00	2	7,710.72
BOYNTON BEACH, CITY OF	OTHR-NONRES	231,120	2,116.94	9,500.62	3	11,617.56
BOYNTON BEACH, CITY OF	SINGLE FMLY	40,500	1,989.53	4,017.00	2	6,006.53
CLOUD LAKE, TOWN OF	SINGLE FMLY	50,000	3,115.96	860.00	2	3,975.96
COCOA BEACH, CITY OF	SINGLE FMLY	275,000	12,961.83	0.00	2	12,961.83
COCOA BEACH, CITY OF	SINGLE FMLY	302,602	58,581.83	41,984.52	2	100,566.35
COCOA BEACH, CITY OF	SINGLE FMLY	697,601	33,483.35	28,760.75	2	62,244.10
COCOA BEACH, CITY OF	OTHR-NONRES	380,520	21,950.41	0.00	3	21,950.41
DELRAY BEACH, CITY OF	SINGLE FMLY	101,750	5,908.99	0.00	2	5,908.99
DELRAY BEACH, CITY OF	SINGLE FMLY	65,000	6,890.85	1,197.56	2	8,088.41
DELRAY BEACH, CITY OF	SINGLE FMLY	120,000	7,622.97	0.00	2	7,622.97
DELRAY BEACH, CITY OF	OTHR-NONRES	2,990,536	29,043.55	14,552.91	3	43,596.46
DELRAY BEACH, CITY OF	SINGLE FMLY	111,000	2,796.80	1,065.24	2	3,862.04
DELRAY BEACH, CITY OF	SINGLE FMLY	74,600	2,328.00	500.00	2	2,828.00
DELRAY BEACH, CITY OF	SINGLE FMLY	1,212,380	80,590.63	24,593.71	3	105,184.34

DELRAY BEACH, CITY OF	SINGLE FMLY	250,000	60,106.00	18,073.54	5	78,179.54
DELRAY BEACH, CITY OF	SINGLE FMLY	142,000	5,860.59	0.00	2	5,860.59
DELRAY BEACH, CITY OF	SINGLE FMLY	377,451	40,599.91	0.00	2	40,599.91
DELRAY BEACH, CITY OF	OTHER RESID	347,767	72,613.28	9,444.79	2	82,058.07
DELRAY BEACH, CITY OF	SINGLE FMLY	60,000	1,980.72	8,401.34	2	10,382.06
DELRAY BEACH, CITY OF	SINGLE FMLY	75,425	3,201.10	1,138.68	2	4,339.78
DELRAY BEACH, CITY OF	SINGLE FMLY	351,709	19,226.67	6,500.00	2	25,726.67
DELRAY BEACH, CITY OF	SINGLE FMLY	389,760	24,908.79	581.11	3	25,489.90
DELRAY BEACH, CITY OF	SINGLE FMLY	63,140	19,686.70	830.89	3	20,517.59
GULF STREAM, TOWN OF	SINGLE FMLY	531,602	12,590.97	0.00	2	12,590.97
GULF STREAM, TOWN OF	SINGLE FMLY	367,500	4,954.38	2,943.91	3	7,898.29
GULF STREAM, TOWN OF	SINGLE FMLY	250,000	9,571.25	15,444.52	2	25,015.77
HAVERHILL, TOWN OF	SINGLE FMLY	134,360	10,833.51	18,046.38	4	28,879.89
JUNO BEACH, TOWN OF	OTHER RESID	0	0.00	14,421.53	2	14,421.53
JUNO BEACH, TOWN OF	ASSMD CONDO	9,999,999,999	47,933.87	200.00	2	48,133.87
JUNO BEACH, TOWN OF	OTHR-NONRES	0	0.00	39,122.42	2	39,122.42
JUNO BEACH, TOWN OF	OTHER RESID	4,500,000	76,470.08	0.00	4	76,470.08
JUPITER, TOWN OF	OTHR-NONRES	553,638	8,244.00	47,601.16	2	55,845.16
JUPITER, TOWN OF	SINGLE FMLY	23,560	13,467.60	895.73	2	14,363.33
JUPITER, TOWN OF	SINGLE FMLY	235,538	116,842.41	0.00	6	116,842.41
JUPITER, TOWN OF	OTHR-NONRES	486,985	78,524.97	19,257.48	2	97,782.45
JUPITER, TOWN OF	ASSMD CONDO	9,999,999,999	42,622.57	98,316.09	5	140,938.66
JUPITER, TOWN OF	SINGLE FMLY	46,000	8,181.24	4,331.50	2	12,512.74

JUPITER, TOWN OF	SINGLE FMLY	197,285	6,961.86	1,347.12	2	8,308.98
JUPITER, TOWN OF	SINGLE FMLY	267,588	107,429.71	28,928.04	2	136,357.75
JUPITER, TOWN OF	SINGLE FMLY	96,890	33,972.90	5,898.33	3	39,871.23
JUPITER, TOWN OF	SINGLE FMLY	164,004	19,652.60	0.00	2	19,652.60
JUPITER, TOWN OF	OTHR-NONRES	140,628	80,915.05	8,699.23	5	89,614.28
JUPITER, TOWN OF	SINGLE FMLY	30,000	2,672.50	4,762.61	3	7,435.11
JUPITER, TOWN OF	SINGLE FMLY	334,250	34,392.98	8,025.68	3	42,418.66
LAKE PARK, TOWN OF	OTHER RESID	1,650,000	5,169.99	0.00	2	5,169.99
LAKE PARK, TOWN OF	OTHR-NONRES	75,000	0.00	178,050.00	2	178,050.00
LAKE WORTH BEACH, CITY OF	SINGLE FMLY	202,620	35,336.48	10,497.50	3	45,833.98
LAKE WORTH BEACH, CITY OF	OTHR-NONRES	0	0.00	4,524.70	2	4,524.70
LAKE WORTH BEACH, CITY OF	SINGLE FMLY	182,297	34,868.02	10,064.65	3	44,932.67
LAKE WORTH BEACH, CITY OF	SINGLE FMLY	35,420	25,527.52	4,211.34	3	29,738.86
LAKE WORTH BEACH, CITY OF	SINGLE FMLY	67,000	6,599.48	151.00	3	6,750.48
LAKE WORTH BEACH, CITY OF	OTHR-NONRES	32,700	12,985.61	7,628.80	2	20,614.41
LAKE WORTH BEACH, CITY OF	SINGLE FMLY	50,000	8,106.61	4,310.18	2	12,416.79
LAKE WORTH BEACH, CITY OF	SINGLE FMLY	302,400	86,302.70	3,846.31	2	90,149.01
LAKE WORTH BEACH, CITY OF	OTHR-NONRES	250,000	350.00	7,030.50	3	7,380.50
LAKE WORTH BEACH, CITY OF	OTHR-NONRES	95,000	9,699.84	0.00	3	9,699.84
LAKE WORTH BEACH, CITY OF	OTHR-NONRES	0	0.00	4,369.50	2	4,369.50
LAKE WORTH BEACH, CITY OF	SINGLE FMLY	96,000	2,216.42	2,279.40	2	4,495.82
LANTANA, TOWN OF	SINGLE FMLY	382,000	21,631.38	4,168.72	2	25,800.10
LANTANA, TOWN OF	SINGLE FMLY	67,589	1,342.91	2,713.92	2	4,056.83

LANTANA, TOWN OF	SINGLE FMLY	461,191	249,549.25	38,198.12	3	287,747.37
LANTANA, TOWN OF	OTHR-NONRES	20,000	0.00	251,961.87	9	251,961.87
LANTANA, TOWN OF	OTHR-NONRES	1,286,089	113,393.52	17,828.50	3	131,222.02
LANTANA, TOWN OF	SINGLE FMLY	212,550	17,459.26	906.75	2	18,366.01
MANALAPAN, TOWN OF	OTHR-NONRES	107,831	0.00	12,120.84	2	12,120.84
MANALAPAN, TOWN OF	OTHR-NONRES	290,000	12,658.15	0.00	4	12,658.15
MANALAPAN, TOWN OF	OTHR-NONRES	445,000	8,884.38	0.00	3	8,884.38
MANGONIA PARK, TOWN OF	SINGLE FMLY	115,500	27,089.41	537.75	2	27,627.16
MANGONIA PARK, TOWN OF	OTHR-NONRES	0	0.00	458,404.23	9	458,404.23
NORTH PALM BEACH, VILLAGE OF	ASSMD CONDO	9,999,999,999	42,002.66	775.00	2	42,777.66
NORTH PALM BEACH, VILLAGE OF	SINGLE FMLY	234,520	7,876.42	4,478.30	2	12,354.72
OCEAN RIDGE, TOWN OF	2-4 FAMILY	175,940	20,675.79	0.00	2	20,675.79
OCEAN RIDGE, TOWN OF	SINGLE FMLY	70,000	22,512.42	12,223.50	2	34,735.92
OCEAN RIDGE, TOWN OF	ASSMD CONDO	9,999,999,999	48,687.79	19,805.98	2	68,493.77
OCEAN RIDGE, TOWN OF	SINGLE FMLY	118,490	45,559.38	45,688.55	2	91,247.93
OCEAN RIDGE, TOWN OF	SINGLE FMLY	496,705	15,851.45	2,481.98	3	18,333.43
OCEAN RIDGE, TOWN OF	SINGLE FMLY	297,500	11,231.44	8,200.61	2	19,432.05
OCEAN RIDGE, TOWN OF	SINGLE FMLY	0	0.00	15,382.55	2	15,382.55
OCEAN RIDGE, TOWN OF	SINGLE FMLY	618,681	28,179.53	26,505.39	2	54,684.92
OCEAN RIDGE, TOWN OF	SINGLE FMLY	66,119	16,649.03	11,451.25	2	28,100.28
OCEAN RIDGE, TOWN OF	2-4 FAMILY	105,270	12,915.64	292.10	2	13,207.74

OCEAN RIDGE, TOWN OF	OTHER RESID	1,771,851	47,169.42	0.00	3	47,169.42
OCEAN RIDGE, TOWN OF	2-4 FAMILY	202,820	53,807.06	1,150.50	2	54,957.56
OCEAN RIDGE, TOWN OF	SINGLE FMLY	120,600	28,747.59	24,794.76	2	53,542.35
OCEAN RIDGE, TOWN OF	2-4 FAMILY	110,000	64,166.52	20,141.33	5	84,307.85
OCEAN RIDGE, TOWN OF	SINGLE FMLY	83,224	45,469.86	2,745.00	3	48,214.86
OCEAN RIDGE, TOWN OF	SINGLE FMLY	159,450	85,345.69	35,798.47	3	121,144.16
PAHOKEE, CITY OF	SINGLE FMLY	51,600	12,818.20	5,505.45	2	18,323.65
PALM BEACH COUNTY *	SINGLE FMLY	97,717	74,340.11	18,267.91	3	92,608.02
PALM BEACH COUNTY *	SINGLE FMLY	186,150	40,292.58	13,776.97	2	54,069.55
PALM BEACH COUNTY *	SINGLE FMLY	243,621	6,793.53	1,119.82	2	7,913.35
PALM BEACH COUNTY *	SINGLE FMLY	99,487	3,702.17	734.02	2	4,436.19
PALM BEACH COUNTY *	SINGLE FMLY	375,750	4,351.19	0.00	2	4,351.19
PALM BEACH COUNTY *	SINGLE FMLY	103,860	7,400.59	606.30	2	8,006.89
PALM BEACH COUNTY *	SINGLE FMLY	450,670	19,611.83	13,522.45	2	33,134.28
PALM BEACH COUNTY *	SINGLE FMLY	114,715	22,642.27	26,170.52	2	48,812.79
PALM BEACH COUNTY *	SINGLE FMLY	78,167	11,562.11	8,028.76	2	19,590.87
PALM BEACH COUNTY *	SINGLE FMLY	251,519	2,844.81	0.00	2	2,844.81
PALM BEACH COUNTY *	SINGLE FMLY	406,620	21,088.72	0.00	2	21,088.72
PALM BEACH COUNTY *	SINGLE FMLY	73,260	9,013.15	1,200.00	2	10,213.15
PALM BEACH COUNTY *	SINGLE FMLY	184,790	8,216.90	2,302.63	2	10,519.53
PALM BEACH COUNTY *	SINGLE FMLY	122,919	4,288.42	1,508.22	2	5,796.64
PALM BEACH COUNTY *	2-4 FAMILY	143,860	38,014.40	0.00	2	38,014.40
PALM BEACH COUNTY *	2-4 FAMILY	129,252	32,749.44	8,615.50	2	41,364.94

PALM BEACH COUNTY *	2-4 FAMILY	51,384	25,414.04	821.60	3	26,235.64
PALM BEACH COUNTY *	2-4 FAMILY	51,798	25,118.21	0.00	3	25,118.21
PALM BEACH COUNTY *	SINGLE FMLY	60,960	32,932.46	8,931.05	2	41,863.51
PALM BEACH COUNTY *	SINGLE FMLY	135,971	27,547.09	3,713.98	2	31,261.07
PALM BEACH COUNTY *	SINGLE FMLY	115,045	22,594.40	9,503.67	2	32,098.07
PALM BEACH COUNTY *	SINGLE FMLY	131,583	21,216.27	16,971.20	6	38,187.47
PALM BEACH COUNTY *	SINGLE FMLY	111,150	35,256.28	0.00	2	35,256.28
PALM BEACH COUNTY *	SINGLE FMLY	273,376	12,241.35	2,393.40	2	14,634.75
PALM BEACH COUNTY *	SINGLE FMLY	491,219	6,552.97	0.00	2	6,552.97
PALM BEACH COUNTY *	SINGLE FMLY	174,336	8,852.03	2,527.54	2	11,379.57
PALM BEACH COUNTY *	SINGLE FMLY	107,235	26,776.86	450.00	4	27,226.86
PALM BEACH COUNTY *	SINGLE FMLY	244,218	31,390.37	0.00	3	31,390.37
PALM BEACH COUNTY *	SINGLE FMLY	798,879	53,672.40	37,390.91	2	91,063.31
PALM BEACH COUNTY *	SINGLE FMLY	192,470	11,483.85	8,941.72	2	20,425.57
PALM BEACH COUNTY *	OTHR-NONRES	1,850,396	81,270.23	0.00	2	81,270.23
PALM BEACH COUNTY *	SINGLE FMLY	139,616	8,311.51	2,010.06	2	10,321.57
PALM BEACH COUNTY *	SINGLE FMLY	250,000	18,881.05	5,000.00	2	23,881.05
PALM BEACH COUNTY *	SINGLE FMLY	66,208	10,619.96	9,584.29	2	20,204.25
PALM BEACH COUNTY *	SINGLE FMLY	120,185	8,625.89	836.06	2	9,461.95
PALM BEACH COUNTY *	SINGLE FMLY	90,000	23,186.54	5,000.00	3	28,186.54
PALM BEACH COUNTY *	SINGLE FMLY	100,602	32,620.33	0.00	2	32,620.33
PALM BEACH COUNTY *	OTHR-NONRES	191,760	60,891.07	25,541.78	3	86,432.85
PALM BEACH COUNTY *	SINGLE FMLY	170,500	27,411.45	1,198.66	2	28,610.11

PALM BEACH COUNTY *	SINGLE FMLY	303,680	70,787.48	0.00	2	70,787.48
PALM BEACH COUNTY *	SINGLE FMLY	27,400	2,337.01	2,083.50	2	4,420.51
PALM BEACH COUNTY *	SINGLE FMLY	15,120	3,102.02	0.00	2	3,102.02
PALM BEACH COUNTY *	SINGLE FMLY	91,000	22,596.74	5,906.73	2	28,503.47
PALM BEACH COUNTY *	SINGLE FMLY	157,521	41,805.83	5,623.52	3	47,429.35
PALM BEACH COUNTY *	SINGLE FMLY	248,838	13,413.30	0.00	2	13,413.30
PALM BEACH COUNTY *	SINGLE FMLY	78,700	2,401.38	1,100.50	2	3,501.88
PALM BEACH COUNTY *	SINGLE FMLY	240,460	70,873.17	18,602.98	2	89,476.15
PALM BEACH COUNTY *	SINGLE FMLY	108,000	3,792.34	3,340.27	3	7,132.61
PALM BEACH COUNTY *	SINGLE FMLY	78,883	34,447.80	26,783.60	4	61,231.40
PALM BEACH COUNTY *	SINGLE FMLY	101,200	12,291.31	16,036.99	2	28,328.30
PALM BEACH COUNTY *	SINGLE FMLY	65,200	48,115.95	19,334.80	2	67,450.75
PALM BEACH COUNTY *	SINGLE FMLY	120,960	39,867.86	14,896.99	2	54,764.85
PALM BEACH COUNTY *	SINGLE FMLY	93,755	34,745.74	14,412.28	2	49,158.02
PALM BEACH COUNTY *	SINGLE FMLY	106,500	24,223.94	20,564.08	2	44,788.02
PALM BEACH COUNTY *	SINGLE FMLY	71,995	28,367.31	4,267.50	2	32,634.81
PALM BEACH COUNTY *	SINGLE FMLY	250,000	12,102.11	25,786.35	3	37,888.46
PALM BEACH COUNTY *	SINGLE FMLY	79,294	7,017.04	0.00	2	7,017.04
PALM BEACH COUNTY *	SINGLE FMLY	250,000	42,501.35	5,256.06	2	47,757.41
PALM BEACH COUNTY *	SINGLE FMLY	195,932	9,839.43	1,710.96	2	11,550.39
PALM BEACH COUNTY *	SINGLE FMLY	136,800	36,206.47	14,140.32	2	50,346.79
PALM BEACH COUNTY *	SINGLE FMLY	263,135	63,325.04	7,333.58	2	70,658.62
PALM BEACH COUNTY *	SINGLE FMLY	75,000	21,078.28	23,952.04	2	45,030.32

PALM BEACH COUNTY *	SINGLE FMLY	227,300	14,515.20	0.00	2	14,515.20
PALM BEACH COUNTY *	SINGLE FMLY	250,000	53,571.58	21,486.99	2	75,058.57
PALM BEACH COUNTY *	SINGLE FMLY	225,682	40,834.35	5,756.46	2	46,590.81
PALM BEACH COUNTY *	SINGLE FMLY	160,000	14,525.51	21,657.60	3	36,183.11
PALM BEACH COUNTY *	SINGLE FMLY	69,000	4,003.92	817.71	2	4,821.63
PALM BEACH COUNTY *	SINGLE FMLY	159,546	34,572.40	16,606.16	5	51,178.56
PALM BEACH COUNTY *	SINGLE FMLY	48,800	14,796.15	2,152.57	2	16,948.72
PALM BEACH COUNTY *	SINGLE FMLY	145,945	146,933.16	91,715.91	5	238,649.07
PALM BEACH COUNTY *	2-4 FAMILY	53,600	25,325.66	4,048.53	3	29,374.19
PALM BEACH COUNTY *	SINGLE FMLY	57,513	22,382.22	15,754.31	2	38,136.53
PALM BEACH COUNTY *	SINGLE FMLY	57,300	14,111.64	0.00	3	14,111.64
PALM BEACH COUNTY *	SINGLE FMLY	111,810	69,490.84	17,965.39	3	87,456.23
PALM BEACH GARDENS, CITY OF	SINGLE FMLY	239,360	4,028.08	0.00	2	4,028.08
PALM BEACH GARDENS, CITY OF	SINGLE FMLY	100,531	4,884.55	811.50	2	5,696.05
PALM BEACH GARDENS, CITY OF	SINGLE FMLY	180,056	43,856.76	26,445.16	3	70,301.92
PALM BEACH GARDENS, CITY OF	SINGLE FMLY	177,435	4,579.48	0.00	2	4,579.48
PALM BEACH GARDENS, CITY OF	SINGLE FMLY	592,381	34,002.32	883.85	2	34,886.17
PALM BEACH GARDENS, CITY OF	SINGLE FMLY	250,000	16,667.43	2,208.41	2	18,875.84
PALM BEACH SHORES, TOWN OF	SINGLE FMLY	89,700	7,073.42	5,838.79	2	12,912.21

PALM BEACH SHORES, TOWN OF	ASSMD CONDO	9,999,999,999	189,780.44	19,796.41	3	209,576.85
PALM BEACH, TOWN OF	OTHER RESID	1,275,875	29,662.83	0.00	2	29,662.83
PALM BEACH, TOWN OF	2-4 FAMILY	1,020,330	24,489.74	0.00	4	24,489.74
PALM BEACH, TOWN OF	2-4 FAMILY	1,020,700	16,736.56	0.00	2	16,736.56
PALM BEACH, TOWN OF	SINGLE FMLY	487,556	8,194.07	0.00	2	8,194.07
PALM BEACH, TOWN OF	SINGLE FMLY	151,574	96,389.89	40,966.33	2	137,356.22
PALM BEACH, TOWN OF	2-4 FAMILY	76,525	16,332.48	6,104.23	3	22,436.71
PALM BEACH, TOWN OF	OTHER RESID	686,904	55,010.74	0.00	2	55,010.74
PALM BEACH, TOWN OF	OTHR-NONRES	462,880	75,214.39	4,169.95	5	79,384.34
PALM BEACH, TOWN OF	OTHR-NONRES	361,760	111,682.08	0.00	2	111,682.08
PALM BEACH, TOWN OF	OTHER RESID	250,000	7,691.77	0.00	2	7,691.77
PALM BEACH, TOWN OF	SINGLE FMLY	387,506	43,582.79	2,204.32	4	45,787.11
PALM BEACH, TOWN OF	OTHER RESID	5,782,060	44,489.85	0.00	3	44,489.85
PALM BEACH, TOWN OF	SINGLE FMLY	94,026	20,592.61	0.00	2	20,592.61
PALM BEACH, TOWN OF	SINGLE FMLY	2,081,419	306,893.41	100,000.00	3	406,893.41
PALM BEACH, TOWN OF	SINGLE FMLY	276,100	19,581.81	35,440.26	2	55,022.07
PALM BEACH, TOWN OF	SINGLE FMLY	540,000	13,220.11	3,699.81	2	16,919.92
PALM BEACH, TOWN OF	2-4 FAMILY	731,823	33,568.05	0.00	2	33,568.05
PALM BEACH, TOWN OF	SINGLE FMLY	776,055	28,932.79	183.76	2	29,116.55
PALM BEACH, TOWN OF	SINGLE FMLY	457,166	4,776.47	0.00	2	4,776.47
PALM BEACH, TOWN OF	2-4 FAMILY	1,020,700	23,805.36	0.00	2	23,805.36
PALM BEACH, TOWN OF	ASSMD CONDO	9,999,999,999	15,388.48	0.00	2	15,388.48

PALM BEACH, TOWN OF	SINGLE FMLY	300,000	192,857.69	22,047.28	4	214,904.97
PALM BEACH, TOWN OF	SINGLE FMLY	245,000	42,516.89	29,733.14	2	72,250.03
PALM BEACH, TOWN OF	SINGLE FMLY	246,240	82,912.95	50,000.00	2	132,912.95
PALM BEACH, TOWN OF	SINGLE FMLY	368,283	188,673.10	132,993.3 4	5	321,666.44
PALM BEACH, TOWN OF	SINGLE FMLY	257,750	88,300.86	47,526.00	4	135,826.86
PALM BEACH, TOWN OF	SINGLE FMLY	515,550	269,112.63	112,027.5 9	3	381,140.22
PALM BEACH, TOWN OF	SINGLE FMLY	255,085	164,159.17	56,247.73	5	220,406.90
PALM BEACH, TOWN OF	SINGLE FMLY	26,500	5,635.31	3,540.17	2	9,175.48
PALM BEACH, TOWN OF	SINGLE FMLY	408,000	177,203.74	72,034.52	3	249,238.26
PALM BEACH, TOWN OF	SINGLE FMLY	241,916	20,080.18	0.00	2	20,080.18
PALM BEACH, TOWN OF	SINGLE FMLY	7,700,000	31,721.17	10,241.95	3	41,963.12
PALM BEACH, TOWN OF	OTHER RESID	855,000	12,271.98	0.00	5	12,271.98
PALM BEACH, TOWN OF	SINGLE FMLY	277,129	39,998.88	69,300.69	3	109,299.57
PALM BEACH, TOWN OF	SINGLE FMLY	267,385	43,346.96	26,252.84	6	69,599.80
PALM BEACH, TOWN OF	SINGLE FMLY	597,934	15,417.80	7,477.19	2	22,894.99
PALM BEACH, TOWN OF	SINGLE FMLY	330,000	74,875.35	34,159.50	4	109,034.85
PALM BEACH, TOWN OF	SINGLE FMLY	173,972	8,052.61	0.00	2	8,052.61
PALM BEACH, TOWN OF	SINGLE FMLY	285,000	23,410.66	15,286.94	2	38,697.60
PALM BEACH, TOWN OF	SINGLE FMLY	305,320	37,140.24	54,393.63	3	91,533.87
PALM BEACH, TOWN OF	SINGLE FMLY	198,516	6,338.90	0.00	2	6,338.90
PALM BEACH, TOWN OF	SINGLE FMLY	364,238	21,299.24	50.00	4	21,349.24
PALM BEACH, TOWN OF	OTHR- NONRES	70,000	29,488.00	0.00	2	29,488.00
PALM BEACH, TOWN OF	OTHER RESID	50,000	11,160.42	0.00	2	11,160.42

PALM BEACH, TOWN OF	OTHER RESID	250,000	8,342.08	0.00	2	8,342.08
PALM BEACH, TOWN OF	SINGLE FMLY	10,000	205.00	4,047.00	2	4,252.00
PALM BEACH, TOWN OF	SINGLE FMLY	152,935	59,680.99	24,116.41	6	83,797.40
PALM BEACH, TOWN OF	SINGLE FMLY	160,347	11,783.70	0.00	2	11,783.70
PALM BEACH, TOWN OF	OTHER RESID	4,284,529	210,896.86	2,805.51	4	213,702.37
PALM BEACH, TOWN OF	OTHER RESID	13,137,071	284,760.48	20,451.38	3	305,211.86
PALM BEACH, TOWN OF	OTHER RESID	5,266,648	188,274.39	17,996.84	3	206,271.23
PALM BEACH, TOWN OF	OTHER RESID	19,000,000	405,705.75	117,762.4 2	8	523,468.17
PALM BEACH, TOWN OF	OTHER RESID	23,561,211	119,977.59	6,915.30	5	126,892.89
PALM BEACH, TOWN OF	OTHER RESID	10,416,743	42,478.11	0.00	2	42,478.11
PALM BEACH, TOWN OF	OTHR- NONRES	4,446,204	13,262.41	0.00	3	13,262.41
PALM BEACH, TOWN OF	OTHER RESID	3,624,000	463,024.76	19,476.11	2	482,500.87
PALM BEACH, TOWN OF	OTHER RESID	250,000	16,165.17	0.00	2	16,165.17
PALM BEACH, TOWN OF	OTHER RESID	250,000	23,814.03	0.00	2	23,814.03
PALM BEACH, TOWN OF	OTHER RESID	5,817,600	11,036.06	0.00	2	11,036.06
PALM BEACH, TOWN OF	OTHER RESID	19,045,280	19,383.34	0.00	2	19,383.34
PALM BEACH, TOWN OF	SINGLE FMLY	717,440	45,059.46	4,413.98	2	49,473.44
PALM BEACH, TOWN OF	SINGLE FMLY	233,941	117,415.40	74,223.53	6	191,638.93
PALM BEACH, TOWN OF	SINGLE FMLY	186,600	22,589.43	23,271.49	2	45,860.92
PALM BEACH, TOWN OF	SINGLE FMLY	300,000	7,032.04	0.00	2	7,032.04
PALM BEACH, TOWN OF	OTHER RESID	1,860,480	26,471.63	0.00	2	26,471.63
PALM BEACH, TOWN OF	OTHR- NONRES	182,431	26,965.42	0.00	2	26,965.42
PALM BEACH, TOWN OF	OTHR- NONRES	7,900	0.00	7,339.34	2	7,339.34

PALM BEACH, TOWN OF	OTHR- NONRES	492,030	168,732.36	91,612.99	3	260,345.35
PALM BEACH, TOWN OF	OTHER RESID	179,125	18,610.44	9,639.60	2	28,250.04
PALM BEACH, TOWN OF	SINGLE FMLY	250,000	22,449.38	0.00	2	22,449.38
PALM BEACH, TOWN OF	SINGLE FMLY	666,619	86,974.49	8,514.49	4	95,488.98
PALM BEACH, TOWN OF	SINGLE FMLY	312,484	26,901.43	8,258.89	3	35,160.32
PALM BEACH, TOWN OF	SINGLE FMLY	366,600	82,242.44	15,239.87	2	97,482.31
PALM BEACH, TOWN OF	SINGLE FMLY	136,719	16,270.35	0.00	5	16,270.35
PALM BEACH, TOWN OF	ASSMD CONDO	9,999,999,99 9	4,153.95	3,133.33	3	7,287.28
PALM BEACH, TOWN OF	OTHER RESID	19,068,120	171,700.61	5,215.13	5	176,915.74
PALM BEACH, TOWN OF	OTHR- NONRES	14,000	33,148.95	0.00	2	33,148.95
PALM BEACH, TOWN OF	OTHER RESID	25,853,180	18,185.35	0.00	2	18,185.35
PALM BEACH, TOWN OF	OTHR- NONRES	320,453	9,436.80	0.00	2	9,436.80
PALM BEACH, TOWN OF	SINGLE FMLY	269,735	8,815.16	0.00	2	8,815.16
PALM BEACH, TOWN OF	ASSMD CONDO	9,999,999,99 9	78,905.23	43,106.37	4	122,011.60
PALM BEACH, TOWN OF	SINGLE FMLY	400,000	54,361.44	376.00	2	54,737.44
PALM BEACH, TOWN OF	SINGLE FMLY	128,000	9,015.91	1,023.00	3	10,038.91
PALM BEACH, TOWN OF	SINGLE FMLY	203,500	152,220.76	103,557.1 6	3	255,777.92
PALM BEACH, TOWN OF	SINGLE FMLY	404,663	152,507.67	76,436.00	9	228,943.67
PALM BEACH, TOWN OF	SINGLE FMLY	200,000	2,339.20	425.00	2	2,764.20
PALM BEACH, TOWN OF	SINGLE FMLY	208,947	135,785.32	50,510.34	2	186,295.66
PALM BEACH, TOWN OF	SINGLE FMLY	183,107	55,821.51	22,994.91	3	78,816.42
PALM BEACH, TOWN OF	SINGLE FMLY	198,940	21,690.90	4,856.10	3	26,547.00
PALM BEACH, TOWN OF	SINGLE FMLY	509,000	35,757.89	25,955.91	4	61,713.80

PALM SPRINGS, VILLAGE OF	SINGLE FMLY	161,949	120,172.66	15,604.95	4	135,777.61
PALM SPRINGS, VILLAGE OF	2-4 FAMILY	108,097	9,903.44	0.00	2	9,903.44
PALM SPRINGS, VILLAGE OF	SINGLE FMLY	125,000	18,923.38	13,854.10	2	32,777.48
PALM SPRINGS, VILLAGE OF	SINGLE FMLY	36,600	737.88	2,633.88	2	3,371.76
PALM SPRINGS, VILLAGE OF	SINGLE FMLY	96,568	30,819.37	17,721.58	3	48,540.95
PALM SPRINGS, VILLAGE OF	SINGLE FMLY	100,137	21,633.15	18,728.10	3	40,361.25
PALM SPRINGS, VILLAGE OF	SINGLE FMLY	59,339	27,962.92	13,099.48	2	41,062.40
PALM SPRINGS, VILLAGE OF	SINGLE FMLY	122,268	30,689.94	1,103.48	2	31,793.42
PALM SPRINGS, VILLAGE OF	SINGLE FMLY	149,928	28,669.76	15,713.99	2	44,383.75
PALM SPRINGS, VILLAGE OF	SINGLE FMLY	112,200	12,960.48	5,491.15	2	18,451.63
RIVIERA BEACH, CITY OF	OTHER RESID	56,792,275	422,873.19	0.00	2	422,873.19
RIVIERA BEACH, CITY OF	OTHER RESID	14,221,700	14,760.01	0.00	2	14,760.01
RIVIERA BEACH, CITY OF	SINGLE FMLY	58,320	18,671.82	6,279.09	2	24,950.91
RIVIERA BEACH, CITY OF	SINGLE FMLY	85,573	14,636.77	7,605.36	2	22,242.13
RIVIERA BEACH, CITY OF	SINGLE FMLY	167,471	21,631.17	10,856.66	2	32,487.83
RIVIERA BEACH, CITY OF	SINGLE FMLY	244,500	17,733.59	6,832.53	3	24,566.12
RIVIERA BEACH, CITY OF	SINGLE FMLY	117,125	21,528.44	11,117.38	2	32,645.82
RIVIERA BEACH, CITY OF	SINGLE FMLY	74,126	6,948.74	0.00	3	6,948.74
RIVIERA BEACH, CITY OF	OTHR-NONRES	800,000	231,255.64	69,270.04	2	300,525.68
RIVIERA BEACH, CITY OF	OTHER RESID	235,225	14,353.09	0.00	2	14,353.09
SOUTH PALM BEACH, TOWN OF	OTHER RESID	20,033,791	1,052,986.83	168,653.14	5	1,221,639.97
TEQUESTA, VILLAGE OF	SINGLE FMLY	289,000	20,021.88	180.24	2	20,202.12

TEQUESTA, VILLAGE OF	SINGLE FMLY	60,000	3,756.05	2,683.73	3	6,439.78
WELLINGTON, VILLAGE OF	SINGLE FMLY	452,100	6,633.80	16,544.57	2	23,178.37
WELLINGTON, VILLAGE OF	SINGLE FMLY	4,291,500	13,947.93	10,542.52	2	24,490.45
WEST PALM BEACH, CITY OF	SINGLE FMLY	131,160	17,763.52	8,566.83	4	26,330.35
WEST PALM BEACH, CITY OF	OTHR-NONRES	11,100	7,974.99	808.01	2	8,783.00
WEST PALM BEACH, CITY OF	OTHR-NONRES	105,900	14,770.83	0.00	2	14,770.83
WEST PALM BEACH, CITY OF	2-4 FAMILY	115,380	57,635.56	22,898.70	3	80,534.26
WEST PALM BEACH, CITY OF	2-4 FAMILY	244,613	65,285.45	0.00	2	65,285.45
WEST PALM BEACH, CITY OF	2-4 FAMILY	95,040	9,215.07	496.33	2	9,711.40
WEST PALM BEACH, CITY OF	2-4 FAMILY	118,680	42,358.25	0.00	2	42,358.25
WEST PALM BEACH, CITY OF	OTHR-NONRES	641,313	23,202.92	0.00	4	23,202.92
WEST PALM BEACH, CITY OF	OTHR-NONRES	0	0.00	3,467.90	2	3,467.90
WEST PALM BEACH, CITY OF	SINGLE FMLY	250,000	17,123.70	0.00	2	17,123.70
WEST PALM BEACH, CITY OF	SINGLE FMLY	210,000	4,648.37	576.05	2	5,224.42
WEST PALM BEACH, CITY OF	SINGLE FMLY	528,279	29,738.62	9,171.30	4	38,909.92
WEST PALM BEACH, CITY OF	SINGLE FMLY	59,550	38,974.78	7,046.95	2	46,021.73
WEST PALM BEACH, CITY OF	OTHR-NONRES	1,608,000	124,404.58	0.00	2	124,404.58
WEST PALM BEACH, CITY OF	OTHR-NONRES	3,789,807	20,881.09	0.00	2	20,881.09
WEST PALM BEACH, CITY OF	OTHR-NONRES	0	0.00	5,805.58	2	5,805.58
WEST PALM BEACH, CITY OF	SINGLE FMLY	245,485	71,319.54	0.00	2	71,319.54
WEST PALM BEACH, CITY OF	2-4 FAMILY	140,420	83,110.85	5,175.00	2	88,285.85
WEST PALM BEACH, CITY OF	OTHR-NONRES	363,000	17,728.54	10,689.98	2	28,418.52
WEST PALM BEACH, CITY OF	OTHR-NONRES	200,000	27,094.60	0.00	2	27,094.60

WEST PALM BEACH, CITY OF	SINGLE FMLY	160,650	41,301.08	3,171.77	6	44,472.85
WEST PALM BEACH, CITY OF	2-4 FAMILY	83,250	7,700.23	0.00	2	7,700.23
WEST PALM BEACH, CITY OF	SINGLE FMLY	129,492	23,980.97	6,408.04	2	30,389.01
WEST PALM BEACH, CITY OF	SINGLE FMLY	55,965	55,063.14	0.00	4	55,063.14
WEST PALM BEACH, CITY OF	SINGLE FMLY	57,200	40,725.79	0.00	4	40,725.79
WEST PALM BEACH, CITY OF	SINGLE FMLY	182,600	46,596.42	698.78	2	47,295.20
WEST PALM BEACH, CITY OF	SINGLE FMLY	72,250	1,012.56	14,263.90	2	15,276.46
WEST PALM BEACH, CITY OF	SINGLE FMLY	220,106	8,499.24	1,908.72	2	10,407.96
WEST PALM BEACH, CITY OF	SINGLE FMLY	433,128	47,622.31	35,904.57	4	83,526.88

Appendix H: FEMA RLP Data by jurisdiction as of 11/30/2017

Appendix I: Project Scoring Examples

This appendix addresses the following FEMA requirement:

Requirement: §201.6(c)(3)(iii): The mitigation strategy section shall include an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

This appendix supports the above FEMA requirement by providing a few examples of PBC's current project scoring process using the criteria established at the program's inception. This process is used as the basis for ranking (prioritizing) proposed projects. In order for a mitigation project to be eligible for federal monies there must be a Benefit Cost Analysis completed with results of a ratio greater than one (1). This appendix illustrates the current scoring process through four examples:

- EXAMPLE 1: Community A - Library Wind Retrofit
- EXAMPLE 2: Community B - RV Park Flooding Prevention
- EXAMPLE 3: Community C - Hardening of an EOC; and
- EXAMPLE 4: Community D - Initiation of a Burn Program to Prevent Wildfire losses in the Urban Interface

EXAMPLE 1: COMMUNITY A - LIBRARY RETROFIT

Community A is a well-to-do community centered along the beach and on the Intracoastal Waterway. They have recently completed a large and very nice public library located on the Intracoastal Waterway. The library has many windows and a picturesque view of the waterway. The building itself is engineered to withstand category 5 hurricane force winds, but it is located in an area that can expect a five (5) foot above mean high tide storm surge during storms rated at category 3 or higher. A storm surge of this magnitude will flood the bottom floor of this library to a depth of two (2) feet. Equipment and books threatened by such an event are valued at an estimated \$200,000. It will cost approximately \$60,000 to raise the books and equipment in this library three (3) feet above their current level. This would eliminate the \$60,000 of exposure in all but the most catastrophic hurricanes of category 5 strength, achieving an estimated 80% reduction in potential losses.

Applying the Benefit/Cost formula:

$(\$200,000 - \$40,000) / \$ 60,000 = 2.67$ Benefit/Cost Ratio therefore, this is a viable project.

Applying the Scoring Criteria (See Attached Score Sheet) this project would be scored as follows:

COMMUNITY BENEFIT

This is a Damage Reduction activity and is awarded 10 points here.

Libraries are considered secondary critical facilities and six (6) points are awarded here.

In terms of Community Exposure, \$200,000 is considered moderate and the frequency of the hazard this project mitigates for, Category 3 or higher storm surge, is low. Therefore Moderate (M) Exposure (E) + Low (L) Frequency (F) = four (4) points under category; and

Cost Effectiveness in terms of the Benefit/Cost Ratio is 2.67; therefore, 12 points are awarded here.

This project's score under Community Benefit is 32.

COMMUNITY COMMITMENT

This project is not contained within a specific policy of Community A's Comprehensive Growth Management Plan, but this type of mitigation is addressed as a broad goal in the Coastal Management Element of that plan. Five (5) points are awarded under this category.

Although libraries are considered secondary critical facilities this project is not part of any emergency management plan. It is, however, part of the Library Department's long-term strategic plan, which has been officially adopted by the City Council. Ten points are awarded here.

While there is considerable public support for the library in general, and there is every reason to believe there would be widespread public support for this mitigation project if it was presented to the public, this has not yet been done. Most of the citizens of Community A are not aware of the potential problem this mitigation project addresses. No points can be awarded here at this time. (Community A could change this score by holding public workshops on the problem and soliciting voter response questionnaires or other methods.).

This projects score under Community Commitment is 15 points.

PROJECT IMPLEMENTATION

There are no regulatory problems with this project and five (5) points are awarded here.

Although the exposure is clearly visible, there has not been a severe hurricane since this library was constructed and therefore there is no history of loss or repetitive loss for this structure. Flood hazard mitigation money available now is directed toward structures suffering repetitive losses, and consequently no funds are immediately available. FEMA and other funding sources are being reviewed and it is believed that funds for this type of mitigation project will be available within the next one (1) to two (2) years. This project is awarded six (6) points in this category.

Community A is an affluent community and despite the fact that the public is currently unaware of this problem, the City Council feels confident enough of public support to commit a 50% match, or \$30,000 toward this mitigation effort. The project is awarded five (5) points here; if funding were to become available, this project could accomplish its objective of raising library books and equipment above the category 3 storm surge level in less than one year. The project is awarded five (5) points here.

This project's score under Project Implementation is 21 points.

The Final Score for this proposed mitigation project is 68 points.

EXAMPLE 2: COMMUNITY B - RV PARK FLOODING PREVENTION

Community B has a large RV park with very poor drainage. Every time there is a minimal rain event the area floods, causing significant danger and health hazards to the residents in terms of flooded power outlets and sewage-contaminated standing water. These events also cause the town and county considerable expense and inconvenience such as traffic problems, emergency services disruption, and clean-up. This type of flooding happens approximately eight times per year with an estimated expense to the town and county of \$3,000 per event. Correcting this problem will require a substantial reworking of the local drainage system. The estimated cost for this mitigation effort is \$400,000.

If the flooding this project is designed to correct occurs eight times a year at a cost of \$3,000 per event to the town and county in terms of police, fire/rescue, and utility worker time involvement, then Community B has a documented exposure of \$24,000 per year to this hazard. If we assume the life expectancy of a drainage project to be 30 years, the potential savings to the town and county could be as high as \$720,000. A reduction in the frequency of these flooding events by 90% would make the Benefit/Cost ratio on this project:

$(\$720,000 - \$72,000) / \$400,000 = 1.62$ Benefit/Cost Ratio therefore, this is a viable project.

Applying the Scoring Criteria (See Attached Score Sheet) this project would be scored as follows:

COMMUNITY BENEFIT

This project is a Damage Reduction project and is awarded 10 points here.

This project addresses a problem within an RV park where there are no permanent residents. It does not address critical elements of the community infrastructure and must be considered as addressing only public convenience considerations. Award four (4) points here.

Based on individual flooding events the community's exposure is low, but when considered over time this exposure becomes much higher. Points are awarded under this criterion based on a Medium Exposure and a High Frequency of occurrence. Nine (9) points are awarded here.

The cost effectiveness based on the Benefit/Cost ratio for this project is 1.62; therefore, eight (8) points are awarded here.

Total project score under Community Benefit is 31 points.

COMMUNITY COMMITMENT

This proposed project is contained within a broad mitigation goal under the Coastal Element of Community B's CGMP, but Community B has developed a proposed specific Policy amendment directed toward this type of drainage system retrofit. The project is awarded eight (8) points here.

This project is also contained within the Flood Plain Management Plan for Community B, which has been officially adopted. Award 10 points in this category.

This problem has been the subject of numerous letters and editorials in the local paper. It has also been the subject of one (1) advertised public meeting. Award five (5) points here.

Total project score under Community Commitment = 23 points

PROJECT IMPLEMENTATION

This project requires a considerable amount of construction work. While it is consistent within the local regulatory framework, there are regional and possibly national issues that will have to be addressed. Since the project will be discharging stormwater runoff into some body of water, there will be water quality issues that must be dealt with. If Federal money is used, an NPDES review will be required. While all these issues can be addressed, they will delay implementation of the project and increase its cost. Award only one (1) point under this criterion.

Currently, there are no identified sources for funding for this project. Once the LMS is adopted it is believed the Federal Government will make available, through the State DEM some funds to implement priority mitigation projects. These funds may be available within one (1) to two (2) years. Award six (6) points under this criterion.

While Community B is relatively affluent, they are not in a position to match more than 10% or \$40,000 on a project of this magnitude. Award one (1) point under this criterion.

If funding were immediately available for this project it would take approximately three (3) years before this project could be permitted, bid, constructed, and operational. Award three (3) points under this criterion.

Total project points under Project Implementation = 11

The Final Score for this proposed mitigation project is 65 points.

EXAMPLE 3: COMMUNITY C - DEVELOP A HARDENED EOC

Community C has no hardened Emergency Operations Center. They presently base their emergency management personnel in city office buildings that are highly vulnerable to both flooding and wind damage. They have an estimated \$300,000 worth of computer, communications, and emergency response equipment housed within these vulnerable facilities. The county provides Community C with its Fire/Rescue services and is presently building a new, hardened fire station to serve this section of the county. County Fire/Rescue Services have offered to provide Community C space within their new building, but Community C will have to have this space fitted for Emergency Management Operations. Fitting this space and moving Community C's existing equipment into it will cost Community C an estimated \$60,000. By undertaking this move, Community C should reduce the exposure to its physical assets by 95%, as well as position its Emergency Management personnel in a much safer environment.

Applying the Benefit/Cost formula shows:

$(\$300,000 - \$15,000) / \$ 60,000 = 4.75$ Benefit/Cost Ratio therefore, this is a viable project.

Applying the Scoring Criteria (See Attached Score Sheet) to this project would be scored as follows:

COMMUNITY BENEFIT

Although not its specific aim, this project may be classified as a Damage Reduction activity. Award 10 points under this criterion.

This project addresses hardening of a Primary Critical Facility. Award 10 points here.

The currently utilized location of emergency management operations is highly vulnerable to severe tropical storms, hurricanes, or tornadoes and all these types of storms occur with medium frequency. Thus, we have a High Exposure = Medium Frequency = eight (8) points for this criterion.

The cost effectiveness for this proposed project expressed as the Benefit/Cost Ratio is 4.75, thus 20 points are awarded in this criterion. Total Community Benefit Points = 48

COMMUNITY COMMITMENT

The concept of developing a hardened EOC for Community C is expressed in both a goal and a specific Policy of their CGMP. Award 10 points under this criterion.

Development of a permanent, protected EOC is also contained with Community C's Emergency Management Plan. Award 10 points under this criterion.

There is no real public support for, or opposition to, this project. Although it is believed the public would be highly supportive of this project if it were presented to them, they are at this time unaware of the problem. No points can be awarded in this criterion.

Total Community Commitment points = 20

PROJECT IMPLEMENTATION

There are no regulatory problems with this proposed project. Award five (5) points here.
There is an identified funding source through the State Division of Emergency Management for the project at this time. Award 10 points here.

Community C will match with funds and in-kind services 20% of the cost of this project. Award two (2) points for this criterion.

This project can be accomplished as soon as the new fire station is ready for occupancy in approximately six months. Award five (5) points here.

Total Project Implementation Points = 22 points

The Final Score for this proposed mitigation project is 90 points.

EXAMPLE 4: COMMUNITY D - INITIATION OF A CONTROLLED BURNING PROGRAM TO PREVENT WILDFIRE LOSSES IN THE URBAN INTERFACE ZONE.

Community D has a large agricultural, ranching, and undeveloped land component within its jurisdiction. The community wishes to undertake a controlled burning program along the urban interface zone, but to do this it will have to upgrade its fire control equipment, pass a new controlled burning ordinance, and get the required permission from the forestry and environmental services. The cost of initiating this new program is estimated to be \$200,000 including the necessary upgrading of fire control equipment. Community C has an exposure, based on tax role data, of \$3 million within the area where wildfire is considered a threat. Controlled burning would reduce the potential risk of wildfire by 60%.

Applying the Benefit/Cost formula shows:

$(\$3,000,000 - \$1,200,000) / \$200,000 = 9.0$ Benefit/Cost Ratio therefore, this is a viable project.

Applying the Scoring Criteria (See Attached Score Sheet) to this project would be scored as follows:

COMMUNITY BENEFIT

This is a Preparedness Against Hazard project, so three (3) points are awarded here.

There are primary critical facilities located in the area threatened by wildfire so this project does mitigate for threats to critical elements of the community's infrastructure. Award 10 points here.

The community has a high exposure to wildfire (\$3 million) and wildfires have occurred with moderate frequency recently in south Florida. Award eight (8) points for this criterion.

The project has a Benefit/Cost Ratio of 9.0. Award 20 points under this criterion.

Total Community Benefit Points = 41 points

COMMUNITY COMMITMENT

Controlled burning is currently expressed as a broad Goal under Community D's CGMP, but it is the subject of a specific Policy amendment that has been proposed. Award eight (8) points here.

Controlled burning is not addressed in any existing emergency management plans, but following last summer's wildfire outbreaks, controlled burning plans have been developed and proposed. Award six (6) points under this criterion.

The danger of wildfire and the desirability of a controlled burn program have been the subjects of two publicly advertised meetings and a considerable number of letters and written comments from the public at-large. Award five (5) points for this criterion.

Total Community Commitment points = 19

PROJECT IMPLEMENTATION

The proposed controlled burn ordinance will have to be adopted by the City Council. Various permits will have to be obtained from the county and Division of Forestry when controlled burning is actually to take place, but these are not considered regulatory obstacles to the program itself. The only area of non-regulatory compliance is an issue in passing the ordinance creating the program itself. Award four (4) points for this criterion.

The county and the City have agreed to put up the funding for this program so funds will be available as soon as the program has been legally adopted by Community D. Award 10 points here.

Community D will match 50% of the funds required for this program. Award five (5) points here.

Once the program is in place, it will begin to accomplish its stated goals immediately. Award five (5) points here.

Total Project Implementation Points = 24 points

The final score for this proposed mitigation project is 84 points.

**PALM BEACH COUNTY
LMS PROJECT/INITIATIVE SCORING SHEET**

Project Title:

Sponsor:

OFFICIAL USE ONLY PROJECT # Reviewer:
--

MEASURED CRITERIA	POINTS AVAILABLE	POINTS AWARDED
Community Benefit	50	
Project Implementation	25	
Community Commitment	25	
PROJECT / INITIATIVE FINAL SCORE		

COMMUNITY BENEFIT	AVAILABLE POINTS	SCORING INSTRUCTION	AWARDED POINTS
Community Benefit —What benefit does the community derive from this effort? How and to what extent does this mitigation project benefit the citizens of a community?	5	Damage Reduction = 5 Mapping and Regulatory = 4 Preparedness Against Hazard = 3 Public Information = 2 Other = 1 No Benefit = 0	
Project Benefit - Does the project address critical elements of the community infrastructure?	10	Primary Critical Facilities = 10 Storm Water/Flooding = 8 Secondary Critical Facilities = 6 Public Convenience Facilities = 4 Residential Structures = 2 No Benefit = 0	
Community Exposure - Does the project mitigate a frequently occurring problem or a problem to which a community is particularly vulnerable? H = High M = Medium L = Low E = Exposure F = Frequency of occurrence	10	HE + HF = 10 HE + MF = 8 HE + LF = 6 ME + HF = 9 ME + MF = 7 ME + LF = 4 LE + HF = 5 LE + MF = 2 LE + LF = 1 No Exposure + No Frequency = 0	
Cost Effectiveness - What is the benefit/cost ratio of the project applying the following Benefit/Cost ratio formula: (Loss Exposure (\$) Before Project - Loss Exposure (\$) After Project) ÷ Cost of the Project	20	Benefit/Cost ratio = 4.0 or greater = 20 points Benefit/Cost Ratio = 3.0 to 3.9 = 16 points Benefit/Cost ratio = 2.0 to 2.9 = 12 points Benefit/Cost ratio = 1.0 to 1.9 = 8 points Benefit/Cost ratio = < 1.0 = 0 points	
Area Benefit – How many people stand to benefit from the project implementation?	5	Multiple Jurisdictions = 5 Community = 3 Neighborhood = 1 No Benefit = 0	
TOTAL COMMUNITY BENEFIT POINTS	50	POINTS AWARDED	

**PALM BEACH COUNTY
LMS PROJECT/INITIATIVE SCORING SHEET**

PROJECT IMPLEMENTATION	AVAILABLE POINTS	SCORING INSTRUCTION	AWARDED POINTS
<p>Containment within the Existing Comprehensive Growth Management Plan or Equivalent Plan - Is the project or initiative consistent with or incorporated within the existing Comprehensive Growth Management Plan or equivalent document?</p>	10	<p>Contained within a specific Policy/Plan = 10 Contained in "Goal" with proposed Policy/Plan amendment = 8 Contained within a broad "Goal" = 5 Contained in a proposed Amendment = 3 Not in conflict with any Policy/Plan = 1 No Plan = 0</p>	
<p>Containment within an Existing Emergency Management Plan / Other Functional Plan Developed by an Official Local Governmental Entity/Organization - Has this project or initiative already been proposed as a management initiative or structural improvement in any emergency plan or proposed or adopted by County/local jurisdictions or entity?</p>	10	<p>Officially adopted = 10 Proposed/Not officially adopted = 6 Not in conflict with any plan = 2 No Plan = 0</p>	
<p>Consistency with Existing Regulatory Framework - Is the project consistent with existing legal and regulatory and environmental/cultural framework?</p>	5	<p>No regulatory issues = 5 Local issues = 4 Regional issues = 3 State issues = 2 Federal issues = 1 No Consistency = 0</p>	
TOTAL PROJECT IMPLEMENTATION POINTS	25	TOTAL POINTS AWARDED	

**PALM BEACH COUNTY
LMS PROJECT/INITIATIVE SCORING SHEET**

COMMUNITY COMMITMENT	AVAILABLE POINTS	SCORING INSTRUCTION	AWARDED POINTS
Public Support - Is there demonstrated public support for this project or recognition of this problem?	5	Has this project or problem been the subject of: A) An Advertised Public Meeting = 3 B) Written evidence of public support = 2 Both A and B = 5 No evidence of public support = 0	
Funding Availability - Is there a funding source readily available?	10	Funds available Now = 10 1 year = 8 2 years = 6 3 years = 4 4 years = 2 5 years = 1 5+ years = 0	
Matching Funds - Are matching funds or in-kind services available for this project?	5	50 % or more = 5 40 to 49 % = 4 30 to 39 % = 3 20 to 29 % = 2 1 to 20 % = 1 0% = 0	
Timeframe for Accomplishing Objectives - How long will it take for the proposed mitigation project to accomplish its stated goals?	5	1 year = 5 2 years = 4 3 years = 3 4 years = 2 5 years = 1 5+ years = 0	
TOTAL COMMUNITY COMMITMENT POINTS	25	POINTS AWARDED	

NOTES:

Rev. 2/11/2016

Appendix J: NFIP and CRS Status and Activities

This appendix is intended to provide current data and information on NFIP and CRS status and activities countywide in fulfillment of the following FEMA requirement:

Requirement: §201.6(c)(3)(ii): The mitigation strategy must also address the jurisdiction's participation in the National Flood Insurance Program (NFIP), and continued compliance with NFIP requirements, as appropriate.

The tables on the following pages provide summaries of NFIP and CRS status by jurisdiction. Sources for summary tables were compiled from the following locations on FEMA's NFIP website:

- https://www.fema.gov/media-library-data/1476294162726-4795edc7fe5cde0c997bc4389d1265bd/CRS_List_of_Communitas_10_01_2016.pdf (CRS Class Information for PBC)
- <https://www.fema.gov/media-library-data/1493922774199-5d4a9a625dd3b1b90c31577c33a24f61/10-5-2017.Consolidated.pdf> (FIRM Map latest updates for PBC)
- <https://bsa.nfipstat.fema.gov/reports/1040.htm> (Flood Losses since 1978 in PBC)
- <https://bsa.nfipstat.fema.gov/reports/1011.htm> (Policies in-force in PBC)

The number and value of NFIP insurance policies in effect, total losses, and claims activity from CRS participation are included on a jurisdiction-by-jurisdiction basis. As of this writing, 28 out of 39 jurisdictions are participating in CRS. Currently the CRS program is generating close to \$5 million in insurance premium savings countywide on an annual basis.

As of this writing, the County's CRS program has been evaluated in April 2017. It has been retained as a Class 5 CRS rating through 2019. However, a final score is yet to be distributed. This information is maintained at the EOC by the CRS Coordinator.

Community ID	Name	Policies in Force	Class Rating	Map Date	Entry Date
120192	PALM BEACH COUNTY *	65,387	5	10/5/2017	2/1/1979
120193	ATLANTIS, CITY OF	379	7	10/5/2017	11/1/1978
120195	BOCA RATON, CITY OF	15,357	8	10/5/2017	5/15/1978
120196	BOYNTON BEACH, CITY OF	8,885	7	10/5/2017	1/3/1979
120198	CLOUD LAKE, TOWN OF	14	6	10/5/2017	5/15/1978
125102	DELRAY BEACH, CITY OF	8,013	8	10/5/2017	4/9/1971
120200	GLEN RIDGE, TOWN OF	20	10	10/5/2017	5/15/1978
125109	GULF STREAM, TOWN OF	374	10	10/5/2017	11/24/1972
125111	HIGHLAND BEACH, TOWN OF	4,097	10	10/5/2017	10/16/1970
120207	HYPOLUXO, TOWN OF	1,155	8	10/5/2017	5/15/1978
120208	JUNO BEACH, TOWN OF	1,630	5	10/5/2017	12/1/1978
125119	JUPITER, TOWN OF	7,605	5	10/5/2017	9/22/1972
120211	LAKE CLARKE SHORES, TOWN OF	246	8	10/5/2017	11/1/1978
120212	LAKE PARK, TOWN OF	822	8	10/5/2017	9/15/1978
120213	LAKE WORTH BEACH, CITY OF	1,533	8	10/5/2017	12/1/1978
120214	LANTANA, TOWN OF	962	9	10/5/2017	3/12/1971
120215	MANALAPAN, TOWN OF	237	8	10/5/2017	10/30/1970
120216	MANGONIA PARK, TOWN OF	41	10	10/5/2017	3/1/1978
120217	NORTH PALM BEACH, VILLAGE OF	3,925	7	10/5/2017	8/15/1978
125134	OCEAN RIDGE, TOWN OF	1,332	7	10/5/2017	4/9/1971
120220	PALM BEACH, TOWN OF	7,672	7	10/5/2017	5/15/1978
120221	PALM BEACH GARDENS, CITY OF	3,390	10	10/5/2017	1/3/1979
125137	PALM BEACH SHORES, TOWN OF	732	8	10/5/2017	6/25/1971
120223	PALM SPRINGS, VILLAGE OF	1,444	8	10/5/2017	3/1/1978
125142	RIVIERA BEACH, CITY OF	5,468	9	10/5/2017	9/22/1972
120227	SOUTH PALM BEACH, TOWN OF	1,596	9	10/5/2017	5/15/1978
120228	TEQUESTA, VILLAGE OF	1,324	7	10/5/2017	6/11/1971
125157	WELLINGTON, VILLAGE OF	676	6	10/5/2017	1/3/2001
120229	WEST PALM BEACH, CITY OF	7,115	6	10/5/2017	3/1/1979
	CRS Chart - Appendix J				

*Unincorporated areas of the county only

Note: All PBC FIRM Maps were officially updated as of 10/5/2017. Entry date is the date the municipality entered the NFIP program.

Source: as of 11/30/18 from NFIP Website <https://bsa.nfipstat.fema.gov/reports/1011.htm>

Name	Policies in Force	Total Losses	Total Losses Paid
PALM BEACH COUNTY *	50,725	3,982	\$18,312,549.68
ATLANTIS, CITY OF	295	29	\$316,370.90
BELLE GLADE, CITY OF	169	9	\$26,837.91
BOCA RATON, CITY OF	15,972	637	\$3,520,222.52
BOYNTON BEACH, CITY OF	7,849	586	\$1,808,039.14
BRINY BREEZES, TOWN OF	61	6	\$14,227.77
CLOUD LAKE, TOWN OF	19	7	\$20,317.57
DELRAY BEACH, CITY OF	7,681	755	\$2,605,335.07
GLEN RIDGE, TOWN OF	26	6	\$8,520.02
GOLF, VILLAGE OF	24	3	\$42,999.54
GREENACRES, CITY OF	503	20	\$42,206.73
GULF STREAM, TOWN OF	355	43	\$215,581.04
HAVERHILL, TOWN OF	30	7	\$70,254.16
HIGHLAND BEACH, TOWN OF	4,120	90	\$443,273.13
HYPOLUXO, TOWN OF	1,341	22	\$13,145.43
JUNO BEACH, TOWN OF	1,722	43	\$566,945.73
JUPITER INLET COLONY, TOWN OF	127	17	\$105,470.23
JUPITER, TOWN OF	8,872	480	\$3,251,400.08
LAKE CLARKE SHORES, TOWN OF	211	19	\$27,254.62
LAKE PARK, TOWN OF	861	44	\$622,665.46
LAKE WORTH BEACH, CITY OF	1,442	200	\$747,811.11
LANTANA, TOWN OF	1,167	153	\$1,442,016.22
MANALAPAN, TOWN OF	239	83	\$552,485.98
MANGONIA PARK, TOWN OF	48	13	\$465,502.44
NORTH PALM BEACH, VILLAGE OF	3,963	110	\$367,768.76
OCEAN RIDGE, TOWN OF	1,237	193	\$1,403,890.71
PAHOKEE, CITY OF	169	15	\$45,582.20
PALM BEACH, TOWN OF	7,521	1,201	\$13,635,675.85
PALM BEACH GARDENS, CITY OF	4,711	307	\$1,500,704.43
PALM BEACH SHORES, TOWN OF	736	58	\$889,658.54
PALM SPRINGS, VILLAGE OF	1,291	83	\$182,235.26
RIVIERA BEACH, CITY OF	5,311	267	\$1,447,709.46
ROYAL PALM BEACH, VILLAGE OF	1,093	36	\$233,542.42
SOUTH PALM BEACH, TOWN OF	1,735	65	\$1,400,361.95
TEQUESTA, VILLAGE OF	1,342	75	\$261,270.90
WELLINGTON, VILLAGE OF	676	0	\$0.00
WEST PALM BEACH, CITY OF	8,021	477	\$3,715,504.48

*Unincorporated areas of the county only

Source: As of 09/30/18 from NFIP Website <https://bsa.nfipstat.fema.gov/reports/1040.htm>

Palm Beach County and its municipalities will continue their commitment to NFIP by continuing to:

- Enforce the Floodplain Management Ordinance that regulates new development and substantial improvements in the special flood hazard areas.
 - Inform the community by news releases and open public meeting
 - Community Outreach
 - County Public TV
- Maintain elevation certificates on file for all new construction in the SFHAs or for substantial improvements to properties in the SFHA.
 - “Doing Business with the County” seminars geared toward construction industry and builders
- Use best available (flood map) data for issuing construction permits.
 - Public Education Seminars
 - Updated mapping provided to each municipality
 - Mapping placed in all county libraries
- Maintain public records and make them available for review.
 - Community outreach
 - News releases and county public TV
- Maintain records pertaining to LOMAS, and LOMRS, etc.
- Provide information related to flood hazards, flood maps, etc., to the public upon request.
- Continue community outreach efforts for compliance with the community rating system program.
 - Integrate new NFIP information and mapping into already existing strong community presentations
 - Incorporate Flooding information into every Emergency Management presentation through its Speaker’s Bureau, extending the reach of flood/CRS/NFIP information to the public.
- Continue to promote flood insurance to property owners.

- Increase and continue outreach presentations to community and home owners associations
- Incorporate flood insurance outreach into every emergency management presentation, increasing the reach of the message throughout the county and municipalities.
- Maintain flood hazard publications at the main branch of the library.
- Where feasible, continue to identify/acquire land in the SFHA open space/preservation.
- Promote hazard flood mitigation to the public.
 - LMS posted on the County website
 - Grant information posted on County website
 - Integrate into outreach presentation
- Continue drainage maintenance and drainage system improvement projects.
 - Encourage more drainage projects throughout the county in all LMS meetings
- Continue floodplain management activities and maintain a Class 5 Rating.
- Adopt and enforce the floodplain management plan
 - Schedule quarterly meetings with CRS User Group and invite all 39 municipalities
 - Provide continued education and best practices to all municipalities
- Provide a robust community assistance program
 - Community outreach presentations
 - Town hall meetings in different municipalities
 - Press releases and TV programs
 - Telephone information Hotline Floodplain and Mapping questions
 - New map pick up information
- Outreach to municipalities not participating in the CRS/NFIP
 - Provide continued outreach, best practices to municipalities that are not part of the CRS/NFIP
 - Document each municipality not a participant in the CRS/NFIP and continue providing them with best practices incentives to participate
 - Ensure that municipalities not participating in the CRS/NFIP are members of the LMS working group, allowing them still to receive mitigation information

The following is the latest annual progress report for the County CRS Floodplain Management Plan (2017):



PALM BEACH COUNTY COMMUNITY RATING
SYSTEM FLOODPLAIN MANAGEMENT PLAN
PROGRESS REPORT 2017

Palm Beach County,
Florida NFIP Number
120192

1. Name of the CRS Floodplain Management Plan
Unified Local Mitigation Strategy

Note: An increasing number of municipalities are preparing Floodplain Management Plans in accordance with the CRS Coordinator's Manual Activity 500 – Flood Damage Reduction Activities, specifically, Activity 510 – Floodplain Management Planning. Several of the communities have completed or are in various stages of completing their Floodplain Management Plans according to the 10 step process identified in the manual. Palm Beach County (PBC) Division of Emergency Management is currently in discussions with the Planning Division and the Building Division of the Planning, Zoning and Building Department in an effort to identify the resources necessary to accomplish this planning initiative. PBC anticipates completion of the planning initiative prior to the next audit. Currently there are 17 municipalities that use the LMS for their floodplain management plan in addition to unincorporated Palm Beach County.

2. Date Adopted

- Original adoption: September 30, 1999
- Revised Plan approved by FEMA: November 2004
- Revised Plan approved by FEMA: January 2010
- Revised Plan approved by FEMA: February 2015

3. Location where copies are available for review

Palm Beach County
Division of Emergency Management Emergency
Operations center
20 South Military Trail
West Palm Beach, FL 3415

Contact: Shane Ratliff, LMS Coordinator, Planning Section

Also posted on the internet at the following address:

<http://discover.pbcgov.org/publicsafety/dem/Publications/Local-Mitigation-Strategy.pdf#search=LMS>



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4. Summarize any flooding that occurred during 2017.

Palm Beach County (PBC) along with all of South Florida Subtropical Climate has two seasons, a dry season, roughly from December through mid to late May, and a wet season from approximately June through October. Palm Beach County averages over 60 inches of rain a year and more than 130 rain days, with most of it coming between the months of June and November. Virtually flat, with most areas at or only slightly above sea level, even moderate rains can accumulate quickly. The area's high hydrologic variation, low physical relief, and limited storage and conveyance capacities, make water management very challenging. Actions by local and regional water management authorities range from enforcing water restrictions during dry periods to precautionary or emergency flood management during wet periods and storm events.

This year will likely be remembered as a year of extremes. A strong La Nina dominated South Florida's weather at the beginning of the year bringing drought conditions, which led to an active fire weather season. The wet season was highlighted by above average rainfall and several tropical systems, including hurricane Irma which made landfall in Marco Island. The end of the year has brought a return of La Nina conditions, resulting in warm and dry conditions for November and December.

During this past year

Summary 2017 Rainy Season

The South Florida rainy season of 2017 was a wet season across most of the area. The wet conditions mostly did not come from tropical cyclones as only one affected the area in early September, which was Major Hurricane Irma that came onshore near Everglades City, but from stalled fronts over South Florida in June. South Florida saw between 120 to 180 percent of normal rainfall for the rainy season. The only airport that saw near normal rainfall for the wet season of 2017 was at West Palm Beach International Airport which was around 35 inches.



June was the wettest month of the wet season of 2017, while the rest of the wet season from July through October was near or just above normal for rainfall. South Florida saw



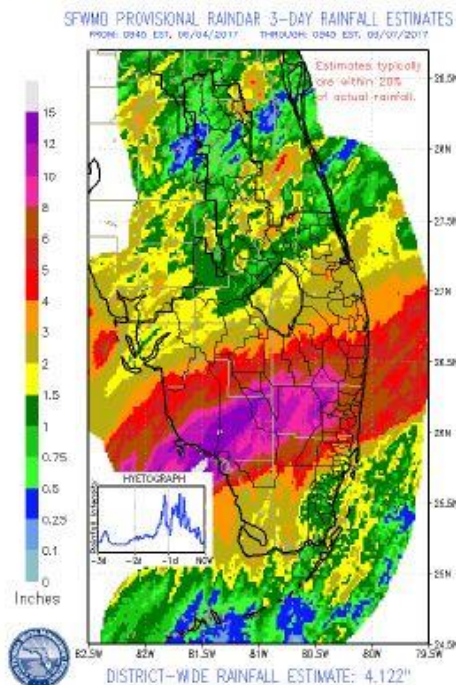
Palm Beach County
Community Rating System



between 150 to 200 percent of normal rainfall over the metro areas with 200 to 220 percent over the interior areas for the month of June. Rainfall amounts was between 10 to 15 inches over most of South Florida in June.

In June, a disturbance meandering across the Gulf of Mexico in combination with an upper level low pressure over the western Gulf of Mexico led to nearly a week of heavy rainfall across South Florida. The heaviest rainfall fell in the corridor from Marco Island and southern Collier northeast into Broward and southern Palm Beach counties. Some locations in this swath saw single-day rainfall amounts in excess of 10 inches, with a few locations as much as 15 inches, resulting in 3-day event totals of 15 to 20 inches over the entire swath. Elsewhere, rainfall amounts ranged from around 4 inches across southern Miami- Dade to 7 to 8 inches over the rest of South Florida.

This storm set a record rainfall in Palm Beach County. The rain storm broke a 1904 record set in West Palm Beach with 4.18 inches of rain falling. During the week of June 3-9, 2017, over eight and one half inches (8.54 inches) of rain fell causing street flooding. Although almost 9 inches of rain fell during the week, the county did not experience flooding inside houses, as the flood control measures were successful in handling the rain amounts, although street flooding was common.



Location (Beginning of Period of Record)	2017 Rainfall (inches)	Departure from Normal	Rank (top 20)
Canal Point	61.76	+9.34	14th Wettest
Juno Beach	66.40	+1.56	9th Wettest
Palm Beach Gardens	68.55	+7.39	3rd Wettest
Palm Beach Int'l Airport (1888)	59.13	-2.89	



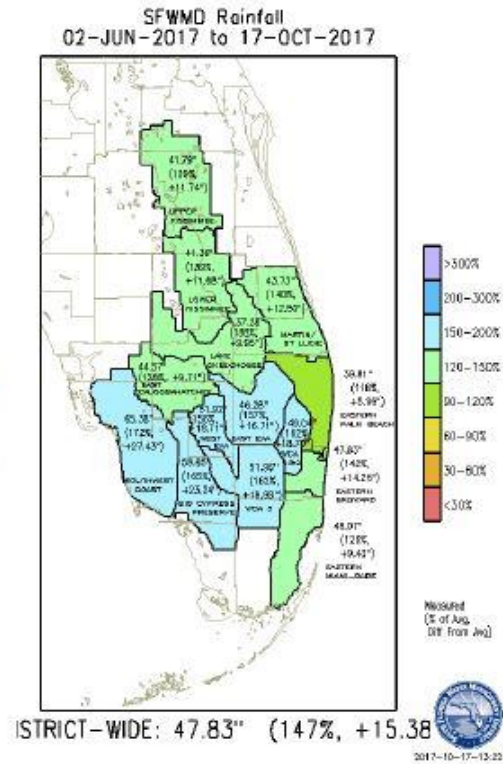
Palm Beach County
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Other areas with high rainfall amounts include:

- 1 mile south of Boca West, 11.16 inches
- 1 mile southwest of Delray Beach, 10.85 inches
- 2 miles south-southeast of Boca West, 10.47 inches
- 3 miles northeast of Boca Raton, 9.90 inches
- Boynton Beach, 7.31 inches
- Lake Worth, 7.17 inches
- 2 miles west-northwest of Delray Beach, 7.13 inches
- 2 miles east-northeast of Lake Worth, 7.06 inches
- 3 miles north-northeast of Boynton Beach, 5.98 inches
- 1 mile south of Juno Beach, 5.59 inches
- Royal Palm Beach, 5.57 inches
- 2 miles northwest of West Palm Beach, 4.76 inches
- 2 miles west-southwest of Jupiter, 4.74 inches
- 3 miles east-northeast of Riviera Beach, 4.42 inches
- 2 miles east of Royal Palm Beach, 4.42 inches
- Jupiter, 3.59 inches
- Juno Beach, 2.32 inches

Vehicles attempt to navigate Boca Chase Drive near Waterberry Drive in western Boca Raton, Florida on June 7, 2017. (Allen Eyestone / The Palm Beach Post)



July was also a wet month where 5 to 10 inches fell over the metro areas and around 10 inches fell over the interior areas. This rainfall was about 110 to 120% of normal rainfall for the month.



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August was a normal month for rainfall across South Florida where 5 to 10 inches fell across the area. However, September was a wet month again, with 10 to 15 inches of rain fell across the area. This was in the 150 to 200% range of normal for rainfall. Most of this rain fell during major Hurricane Irma.

Hurricane Irma

Hurricane Irma formed from an African Easterly Wave. It became a tropical storm on August 30th and a hurricane on the 31st. By the time Hurricane Irma struck Barbuda in the northern Leeward Islands around 2 a.m. on Wednesday, September 6th, it was a Category 5 hurricane with 185 mph winds.

From Friday evening September 8th through Saturday afternoon September 9th, Irma moved along the northern coast of Cuba. Interaction with land caused Irma to weaken from a Category 5 to a Category 3 before it began to pull away from the northern coast of Cuba late Saturday afternoon.

On Sunday morning, September 10th, Irma strengthened to a Category 4 hurricane as it accelerated toward the Florida Keys. The eye made landfall in Cudjoe Key as a 130 mph Category 4 storm at 9:10 a.m. The center of Irma then made landfall in Marco Island at 3:35 p.m. that afternoon as a Category 3 storm with 115 mph winds. The center moved into central Florida overnight and into northern Florida later on Monday as it weakened.

For the most part, South Florida sustained heavy damage to trees and fences. The majority of South Florida lost power. For the east coast metro areas of Miami-Dade, Broward and Palm Beach Counties, about 95% of the power was restored within 1 week after the hurricane.

Meteorological Information

Wind

Irma was the first major (Category 3 or higher) hurricane to make landfall in South Florida since Wilma of 2005. The east coast metro areas of Miami-Dade, Broward, and Palm Beach Counties experienced sustained winds of strong tropical force (most of Miami, Ft. Lauderdale, and West Palm Beach saw sustained winds that peaked in the 50-73 mph range.) Most of metro Miami-Dade, Broward, and Palm Beach experienced wind gusts peaking in the 80-100 mph range. Very few isolated spots had gusts over 100 mph, in the 100-111 mph range.

Storm Surge

In Palm Beach County little significant inundation occurred.

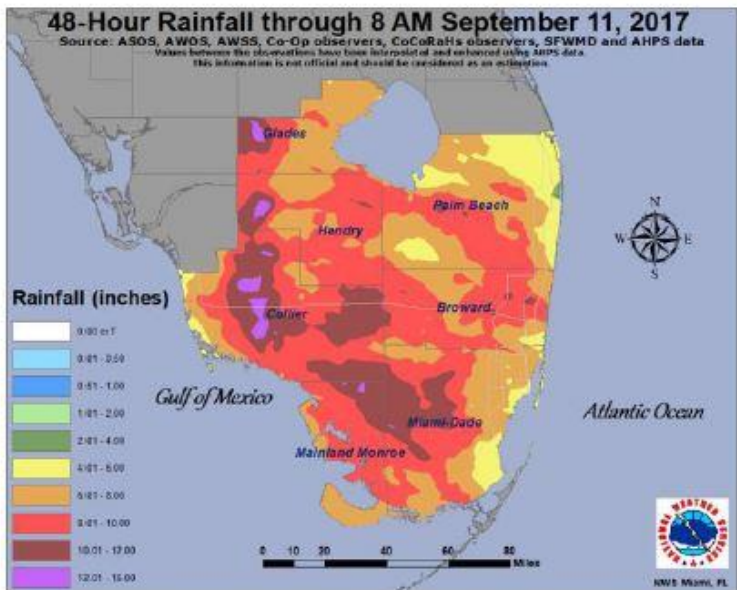


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Rainfall

For the majority of locations where most of the population lives in South Florida, rainfall amounts averaged from 6 to 10 inches in association with Irma.



Southern Palm Beach County on average received the most rain as the chart below shows:

Location	Amount	Time/Date
W Boca Raton	9.24 in	0800 AM / 09/11
W Boca Raton Equestrian	9.00 in	1132 AM / 09/11
WNW Aberdeen Golf Course	8.96 in	0816 AM / 09/11
Aberdeen Golf Course	8.68 in	0700 AM / 09/11
Loxahatchee	8.08 in	1105 AM / 09/11
Lake Harbor	7.75 in	1105 AM / 09/11
Boynton Beach	7.56 in	0700 AM / 09/11
NNW Boca Raton	7.36 in	1141 AM / 09/11
Jupiter	7.35 in	1154 AM / 09/11
N Florida Gardens	6.61 in	0800 AM / 09/11
S Juno Beach	6.47 in	0700 AM / 09/11



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Location	Amount	Time/Date
W Jupiter	6.32 in	0800 AM / 09/11
SSE South Bay	6.03 in	0800 AM / 09/11
NW Haverhill	5.90 in	1155 AM / 09/11
North Palm Beach	5.64 in	0800 AM / 09/11
W. Palm Beach Canal At S-352	5.59 in	0800 AM / 09/11
Boynton Beach	5.39 in	0800 AM / 09/11
Lantana	5.05 in	0700 AM / 09/11
S Boca Raton	4.65 in	0802 AM / 09/11
WNW Belle Glade	4.46 in	0800 AM / 09/11
S Delray Beach	4.12 in	0800 AM / 09/11
NE Lake Worth	4.07 in	0700 AM / 09/11
Lake Worth	3.92 in	0800 AM / 09/11

Although some areas had significant amount of rainfall from Hurricane Irma, all sections of the water management system worked well as no flooding inside homes was reported.

King Tide Flooding

During the beginning of October 2017, the National Weather Service issues 8 iNWS Alerts concerning Coastal Flood as the King Tide affected coastal communities in all of South Florida including Palm Beach County. From October 2-8, the NWS issued daily briefings on the King Tide potential, noting that flooding would likely occur on coastal roads, parking lots, and docks in vulnerable areas during the times of high tide. The NWS also indicated high tides would hit late 10/9 and then on again between 9:30 a.m. and 11 a.m. Saturday, 10/10/17

Tidal flooding continued this week to plague an area of Delray Beach that’s regularly hit. On October 8th, Delray Beach’s Marine Way along the Intracoastal Waterway just south of the Atlantic Avenue Bridge water was ankle-deep much of which seeped into homes in the neighborhood.

In West Palm Beach, Flagler Drive, along the Intracoastal has often been affected by king tide flooding and puddling. Water from the Intracoastal Waterway flooded Lake Trail in Palm Beach and Flagler Drive in West Palm Beach at high tide Thursday, October 5, 2017.

“As part of a \$25 million capital stormwater facilities improvement program, the city is in the process of installing tidal valves and other projects to limit flooding along our waterfront,” the city said in a prepared statement. “The city has already installed a tidal



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valve at Pershing Way to protect the lift station there from tidal flooding. This tidal valve will not allow water from high tides to flow back into the streets.” The city also said it has also conducted a Stormwater Master Plan to fight sea level rise, claiming it has saved residents more than \$20 million on insurance premiums by identifying areas that should be outside flood plains.

A Note: Concerning the NFIP Maps in Palm Beach County

PBC received the drafts of its Flood Insurance Rate Maps and was in the Appeals period of the process for the majority of the year. A special Map Review Committee made up of approximately 60 representatives of the County’s Flood Mitigation Technical Advisory Committee, representatives from South Florida Water Management District and Water Control Districts, the technical Subcommittee of the League of Cities, county officials, and municipal representatives reviewed the maps and reported technical concerns to FEMA and their contractor AECOM. The maps became final in early October.

5. What impact did the flooding have on repetitive loss areas?

As of this writing, we have not received any reports of flooding from repetitive loss property area owners. Any flooding occurring this year in unincorporated PBC was minor street flooding due to the rate of rainfall versus the rate of storm water drainage, while no structures were reported flooding during any unusual rain events.

6. List each element of the plan and note how much was accomplished during the previous year.

Major progress in the LMS program during this reporting period includes:

- Changes in the LMS steering Committee membership to meet changing needs and gain a new perspective including a new LMS Chair.
- Reconvened the Hazard and Vulnerability Analysis Subcommittee to oversee and advise the creation of the “Risk Assessment by Hazard and Vulnerability to People, Property, environment, and Government Operations” and changes in Vulnerability Risk Assessment and Impact Analyses of the LMS.
- Development and implementation of a new, streamlined, and more user friendly project scoring and prioritization process, and digitalizing the project utilizing the Division’s WebEOC portal.
- The LMS newsletter, published the winter, summer and fall of 2017.
- The Planning Section is updating the Dike Breach Hazard Specific Plan to



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- included annexes for both the Herbert Hoover Dike and the Corbett Berm
- Hazard and mitigation analyses of nearly 40 hazards. These hazards include natural, human caused and technological. A new risk assessment was added to the analyses.
- Completed the Flood Hazard Specific Plan, addressing storm surge, coastal flooding, inland flooding, Sea Level Rise, dike breach, Tsunamis, rogue waves, and severe weather.

7. Were any objectives not reached or are implementation behind schedule? If so, state why.

Updates and revisions to the Local Mitigation Strategy Plan are on schedule. The LMS Update Writing and Revision Committee is meeting and will prepare a draft of the 2020 LMS for presentation to the LMS Steering Committee, the Working Group and the public

8. Should new projects be started or should any of the recommendations or objectives be revised?

The LMS Prioritized Project List (PPL) was reviewed and updated in the autumn of 2017. Unincorporated Palm Beach County currently does not have any flood mitigation projects on the list, but plan on future submissions.

Projects on the list for than more than five (5) years at the time of bi-annual reviews are being reviewed, and if necessary, either updated or purged. New projects are considered and scored twice a year during the scheduled project evaluation dates in May and December.

9. Progress Reports discussed and/or made available at a public meeting.

The status of all mitigation projects and success stories are reported and discussed at quarterly LMS Working Group and Steering Committee meetings (open to the public.) An update to the website includes the number of new and existing projects. The PPL is posted on the DEM website at least twice each year in May and December.

All general meetings are publicized through media releases and posted announcements. See Attachment 1 for two such examples.



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10. We have provided copies of this report to our governing board and local media.

The governing board for the CRS is the LMS Steering Committee. Copies of this progress report have been provided to members of the Steering Committee and have been posted to the homepage of the Palm Beach County Division of Emergency Management website for public review and comment. A media release announcing the report and its posting has been executed. The report will be submitted to the governing board.

Information Contacts: Brian Hanley, CRS Coordinator at (561) 712-6325; Shane Ratliff, LMS Coordinator (561) 712-6483

As part of this annual progress report preparation process, the LMS Coordinator requested an update on the status of all active county flood mitigation projects from the state. That status information is being submitted to ISO as part of the CRS recertification process and is available upon request at (561) 712-6325.

This report has been released to the media via the county's Public Affairs Department and posted on the Division of Emergency Management's website

The following is the annual progress report for the County CRS Floodplain Management Plan (2015-16):

PALM BEACH COUNTY COMMUNITY RATING SYSTEM
FLOODPLAIN MANAGEMENT PLAN
PROGRESS REPORT 2015-2016

Palm Beach County, Florida
NFIP Number 120192

1. Name of the CRS Floodplain Management Plan

Unified Local Mitigation Strategy

Note: An increasing number of municipalities are preparing Floodplain Management Plans in accordance with the CRS Coordinator's Manual Activity 500 – Flood Damage Reduction Activities, specifically, Activity 510 – Floodplain Management Planning. Several of the communities have completed or are in various stages of completing their Floodplain Management Plans according to the 10 step process identified in the manual. Palm Beach County (PBC) Division of Emergency Management is currently in discussions with the Planning Division and the Building Division of the Planning, Zoning and Building Department in an effort to identify the resources necessary to accomplish this planning initiative. PBC anticipates completion of the planning initiative prior to the next audit.

2. Date Adopted

- Original adoption: September 30, 1999
- Revised Plan approved by FEMA: November 2004
- Revised Plan approved by FEMA: January 2010
- Revised Plan approved by FEMA: February 2015

3. Location where copies are available for review

Palm Beach County Division of Emergency Management
Emergency Operations center
20 South Military Trail
West Palm Beach, FL 33415

Contact: Gustavo Vilchez, LMS Coordinator, Planning Section

Also posted on the internet at the following address:

<http://www.pbcgov.com/dem/publications/pdf/2015LMSPlan.pdf>

4. Summarize any flooding that occurred during 2015-2016.

Palm Beach County (PBC) along with all of South Florida Subtropical Climate has two seasons, a dry season, roughly from December through mid to late May, and a wet season from approximately June through October. Palm Beach County averages over 60 inches of rain a year and more than 130 rain days, with most of it coming between the

months of June and November. Virtually flat, with most areas at or only slightly above sea level, even moderate rains can accumulate quickly. The area's high hydrologic variation, low physical relief, and limited storage and conveyance capacities, make water management very challenging. Actions by local and regional water management authorities range from enforcing water restrictions during dry periods to precautionary or emergency flood management during wet periods and storm events.

During this past year

Fall 2015:

The dry season began according to the National Weather Service (NWS) in mid-October. Due to a very strong El Nino, the dry season was predicted to be more active than normal and to include a potential for severe weather episodes. The NOAA Climate Prediction Center's outlook for December to February was an above average amount of rainfall in the county.

Winter 2016:

El Nino impact resulted in a wetter than normal rainfall for PBC. Severe storms and increased rainfall were more prevalent during the winter as a result. Canal Point had 10.55 inches of rain, a departure of +8.4 inches from normal, and Palm Beach Gardens area had 8.40 inches, and PBLA registered the 5th wettest month on record with 9.9 inches of rain, and South Bay/Okeelanta registered 11.47 inches.



During January, an EF-0 tornado (windspeeds of 65 to 85 mph) touched down in southern Palm Beach County affecting Delray Beach and Boynton Beach. The tornado initially touched down near the intersection of 3rd St and SW 27th Ave in Delray Beach and traveled northeast causing minor roof damage to a church in Delray Beach, and vegetative damage.



Number of days with measureable rainfall was much higher than normal; especially across the east coast metro areas where anywhere from 36 to 43 days of rain were observed compared to the normal of 21 to 23 days. However, other than minor street flooding, the drainage system in PBC worked well.

Spring 2016

The dry pattern which began in late February persisted throughout the spring, with many areas recording less than an inch of rain for the month of April, but Despite a dry period

in March and April, dry season rainfall was above average at all South Florida observing sites.

Some years, the rainy season begins abruptly, triggered by a large-scale weather system such as low pressure systems near or over Florida. Other years, the onset can be quite subtle and dependent on gradual wind shifts and weather pattern changes which can take weeks to develop. Therefore, the beginning of the rainy season is usually a transition period rather than a sharp onset date. Mid May usually begins the wet or rainy season in PBC. The NWS identified the start of the wet season to be May 16th.

The rainy season usually has three phases:

- Late May through early July (“stormiest” part of the season). Severe weather impacts, including strong and damaging winds, tornadoes, excessive lightning, hail, and flooding are most likely to occur during this period.
- Early July through mid-August (hotter with intermittent dry periods).
- Late August through mid-October (higher rainfall variability due to potential tropical systems and early-fall cold fronts).

Summer 2016

The weather in the summer of 2016 followed the trend set by the NWS. Rainfall has been above normal over most of the interior, Everglades and Lake Okeechobee area, with below normal rainfall so far this rainy season along coastal PBC.

Overall, flooding has been limited to minor street flooding, and no significant flooding due to climatic rainfall.

King Tide Flooding

However, the King Tides in 2015 produced some coastal flooding. The fall tides, typically the highest of the year, have been even higher this week because they coincide with the supermoon — so named because the moon is at its closest point to earth this year. The City of Delray Beach’s response to the King Tide flooding events by adding three flex valves into some sea walls to allow fresh water to exit which preventing saltwater from entering the city drainage systems. Lantana and Boynton Beach also experienced some flooding due to the tides.

Note:

PBC received the drafts of its Flood Insurance Rate Maps and is currently in the Appeals period of the process. A special Map Review Committee made up of approximately 60 representatives of the County’s Flood Mitigation Technical Advisory Committee, representatives from South Florida Water Management District and Water Control Districts, the technical Subcommittee of the League of Cities, county officials, and municipal representatives reviewed the maps and reported technical concerns to FEMA and their contractor AECOM. FEMA has visited the County twice and continues to work with the technical group to optimize the accuracy of the maps including omitted improvements and incorrect operational assumptions. The County is spearheading an

initiative to create LIDAR maps for consideration by FEMA with flights scheduled for late fall, early winter 2016 to coincide with the dry season when cloud cover should be minimal to increase the effectiveness of the LIDAR.

5. What impact did the flooding have on repetitive loss areas?

As of this writing, we have not received any reports of flooding from repetitive loss property area owners. Given any flooding occurring this year in unincorporated PBC was minor street flooding due to the rate of rainfall versus the rate of storm water drainage, while no structures were reported flooding during any unusual rain events.

6. List each element of the plan and note how much was accomplished during the previous year.

Major progress in the LMS program during this reporting period includes:

- Changes in the LMS steering Committee membership to meet changing needs and gain a new perspective including a new LMS Chair.
- Reconvened the Hazard and Vulnerability Analysis Subcommittee to oversee and advise the creation of the “Risk Assessment by Hazard and Vulnerability to People, Property, environment, and Government Operations” and changes in Vulnerability Risk Assessment and Impact Analyses of the LMS.
- Development and implementation of a new, streamlined, and more user friendly project scoring and prioritization process, and digitalizing the project utilizing the Division’s WebEOC portal.
- The LMS newsletter, published the Winter, 2016 and Summer 2016 editions. The next newsletter is due to be published in Autumn 2016.
- The Planning Section is updating the Dike Breach Hazard Specific Plan to include annexes for both the Herbert Hoover Dike and the Corbett Berm
- Hazard and mitigation analyses of nearly 40 hazards. These hazards include natural, human caused and technological. A new risk assessment was added to the analyses.
- Completed the Flood Hazard Specific Plan, addressing storm surge, coastal flooding, inland flooding, Sea Level Rise, dike breach, Tsunamis, rogue waves, and severe weather.

7. Were any objectives not reached or are implementation behind schedule? If so, state why.

Updates and revisions to the Local Mitigation Strategy Plan are on schedule. The LMS Update Writing and Revision Committee is meeting and will prepare a draft of the 2020 LMS for presentation to the Working Group and Steering Committees as well as the public

8. Should new projects be started or should any of the recommendations or objectives be revised?

The LMS Prioritized Project List (PPL) was reviewed and updated in the Spring of 2016. Palm Beach County currently does not have any flood mitigation projects on the list, but plan on future submissions.

Projects on the list for than more than five (5) years at the time of bi-annual reviews are being reviewed, and if necessary, either updated or purged. New projects are considered and scored twice a year during the scheduled project evaluation dates in May and December.

9. Progress Reports discussed and/or made available at a public meeting.
The status of all mitigation projects and success stories are reported and discussed at quarterly LMS Working Group and Steering Committee meetings (open to the public.) An update to the website includes the number of new and existing projects. The PPL is posted on the DEM website at least twice each year in May and December.

All general meetings are publicized through media releases and posted announcements. The press release for the last Working Group meeting held (June 22, 2016) is attached.

10. We have provided copies of this report to our governing board and local media.

The governing board for the CRS is the LMS Steering Committee. Copies of this progress report have been provided to members of the Steering Committee and have been posted to the homepage of the Palm Beach County Division of Emergency Management website for public review and comment. A media release announcing the report and its posting has been executed. The report will be submitted to the governing board.

Information Contacts: Brian Hanley, CRS Coordinator at (561) 712-6325; Gustavo Vilchez, LMS Coordinator (561) 712-6483

As part of this annual progress report preparation process, the LMS Coordinator requested an update on the status of all active county flood mitigation projects from the state. That status information is being submitted to ISO as part of the CRS recertification process and is available upon request at (561) 712-6325.

This report has been released to the media via the county's Public Affairs Department and posted on the Division of Emergency Management's website

Action Plan and Recommendations

Municipal Integration of Mitigation Measures

The following section identifies how the participating municipalities have incorporated mitigation into their planning processes, policies and/or ordinances. The municipalities continuously strive to expand and improve upon their mitigation measures as illustrated below and with the extensive listing of mitigation projects identified in Appendix E. The list below also represents the municipalities and agencies that are expected to adopt the LMS2020.

<i>Municipality</i>	<i>Resolution</i>	<i>Date LMS Adopted</i>
Palm Beach County (unicorporated)	R2014-1968	December 16, 2014
City of Atlantis	14-29	November 19, 2014
City of Belle Glade	2014-3130	December 1, 2014
City of Boca Raton	133-2014	November 25, 2014
City of Boynton Beach	R14-110	November 5, 2014
Town of Briny Breezes	2014-30	November 20, 2014
Town of Cloud Lake	2014-07	November 13, 2014
City of Delray Beach	67-14	December 9, 2014
Town of Glen Ridge	2014-3	November 5, 2014
City of Green Acres	2014-31	November 17, 2014
Village of Golf	2014-12	November 19, 2014
Town of Gulf Stream	14-17	December 12, 2014
Town of Haverhill	2014-11	November 13, 2014
Town of Highland Beach	14-009R	December 2, 2014
Town of Hypoluxo	14-439	November 19, 2014
Town of Juno beach	2014-05	December 10, 2014
Town of Jupiter	2-15	January 20, 2015
Jupiter Inlet Colony	2014-10	December 8, 2014
Town of Lake Clarke Shores	14-28	November 6, 2014
Town of Lake Park	01-01-15	January 7, 2015
City of Lake Worth Beach	05-2015	January 6, 2015
Town of Lantana	R-14-2014	November 24, 2014
Town of Loxahatchee Groves	2015-07	January 26, 2015
Town of Manalapan	4-2014	September 23, 2014
Town of Mangonia Park	2014-13	December 2, 2014
Village of North Palm Beach	2014-85	November 13, 2014
Town of Ocean Ridge	2014-16	December 1, 2014
City of Pahokee	2014-53	November 25, 2014
Town of Palm Beach	2-2015	January 13, 2015
City of Palm Beach Gardens	70-2014	December 4, 2014
Town of Palm Beach Shores	R-17-14	December 15, 2014
Village of Palm Springs	2014-66	December 11, 2014

Village of Royal Palm Beach	14-43	November 20, 2014
City of Riviera Beach	10-15	January 21, 2015
City of South Bay	44-2014	November 18, 2015
Town of South Palm Beach	02-2014	January 13, 2015
Village of Tequesta	7-15	January 26, 2015
Village of Wellington	R2014-67	January 13, 2015
City of West Palm Beach	2-15	January 5, 2015
South Florida Water Management District	Board Approval	December 14, 2014
Indian Trail Management District	Board Approval	January 12, 2015
Northern Palm Beach Improvement District	Board Approval	December 15, 2014

Incorporation of Existing Policies, Ordinances, and Programs

Since the implementation of the LMS, the PBC LMS Coordinator and Chairman of the LMS Working Group along with Working Group members were invited to participate and assist by reviewing municipality and water district local policies, ordinances, and programs to better identify areas where areas of mitigation principals may be aligned. Numerous planning agencies and documents were reviewed and addressed the needs of mitigation actions and recommended how often the local plans may be reviewed or updated into planning factors to assess countywide hazards and risks. They remain successful to discuss, review, and identify areas where PBC as a whole community can be more effective approach to mitigation and resiliency.

The incorporation of municipality and district plans includes reviews of the following:

- Southeast Florida Regional Climate Action Plan
- Palm Beach County Comprehensive Plan (PBC Planning, Zoning, and Building)
- Palm Beach County Comprehensive Emergency Management Plan
- Florida Administrative Code 9J-2.0256

Periodic reviews and revisions of the local government ordinances, policies, and programs must occur no less than once every other year. Each municipality that has not yet done so should adopt a floodplain management ordinance and participate in the Community Rating System (CRS) program. At the present time, the PBC LMS serves as a Floodplain Management Plan when adopted by a municipality or water management district.

After review of the activities in CRS Step 7, located in Sections 3.1.4, 2.1.1.1, and appendices E, J, and L, the committee recommends the following actions and assigns the following priorities for those actions:

Activity	Recommended Action	How to Fund	Responsible Party	Priority	Timeline
Prevention	Each jurisdiction re-evaluate their	None needed	Jurisdictional building officials	1	Before the next LMS

	building code with the goal of ensuring a minimum 18-inch freeboard in place, with the goal of raising this requirement to 24 inches in the near future to prevent floods		and CRS program managers		update cycle
Prevention	Each jurisdiction re-evaluate their stormwater management regulations and adjust (as necessary) the overall volume of future development/ redevelopment of stormwater drains to handle increasing amounts of water as seen through frequent storms during the wet season and the potential for sea-level rise through the year 2040 to prevent floods	HMGP and FMA grants, Capital Improve funds	Jurisdictional stormwater managers and engineering departments	2	Before the next LMS update cycle
Prevention	Each jurisdiction should review their comprehensive or land-use plan and consider the effects of more frequent storms and sea-level rise in future editions in order to avoid flooding conditions	None needed	Jurisdictional administrators and land-use experts	3	By the next update of these documents
Property Protection	Each jurisdiction should put procedures in place to sponsor private	HMGP, FMA, and PDM federal grant funding, as	Grants management in cooperation with jurisdictional	2	12/2023

	homeowners in their communities with repetitive loss or severe repetitive loss in obtaining grant funds for acquisition projects using available funding streams	well as HLMP state mitigation funds	legal and engineering departments		
Property Protection	Each jurisdiction should put procedures in place to sponsor private homeowners in their communities with repetitive loss and severe repetitive loss properties in obtaining grants for home elevation projects using available funding streams	HMGP, FMA, and PDM federal grant funding, as well as HLMP state mitigation funds	Grants management in cooperation with jurisdictional legal and engineering departments	1	12/2023
Natural Resource Protection	Each jurisdiction should inventory current natural areas and strive to acquire more areas to provide more natural beneficial flooding protection	Environment grants, FMA grants	Environmental department in conjunction with land-development /zoning boards	2	1/2025
Natural Resource Protection	Each jurisdiction should plan to strategically acquire natural lands around newly-identified neighborhoods during growth periods to allow for some natural protection against flooding	Environment grants, FMA grants	Environmental department in conjunction with land-development /zoning boards	1	12/2024

Emergency Services Activities	Each jurisdiction should acquire the capabilities offered by County DEM to allow for them to operate and function on the mass notification system within their jurisdictional boundaries to alert residents to all-hazards including flash flooding and hurricanes	No cost/free to municipalities within PBC	Municipal administrators, police chiefs, fire chiefs, emergency managers	2	12/2021
Emergency Services Activities	Each jurisdiction should participate in a minimum of one (1) annual exercise of emergency communications systems, with the most readily identifiable exercise being the annual statewide hurricane exercise (HURREX) to ensure communications capabilities during a flooding or any other hazard situation	None needed	Emergency Managers from each jurisdiction	1	Annually during the first week of May
Public Information Activities	Each jurisdiction should participate in a stakeholders (STK) event annually to maximize exposure of CRS and the NFIP to the citizens of their respective jurisdictions.	Minimal funding for handouts, information, and potential overtime/com p time for the event	CRS Coordinators from each jurisdiction, led by the PBC CRS who sets up the event annually	2	May/June Annually

Public Information Activities	Each jurisdiction should develop a Program for Public Information (PPI) to maximize public information coordination and activities related to CRS/flooding in their respective jurisdiction	No funding needed other than the members time to attend meetings and develop a PPI	CRS Coordinators from each jurisdiction	3	6/2022
Public Information Activities	Each jurisdiction should maintain a supply of CRS materials/handouts for use in all public outreach events, including information on hurricane/flood preparedness, NFIP, evacuation zones, and mass notification systems.	General funds or a small grant for printing costs of any localized handouts. FEMA handouts are available for free	CRS Coordinator from each jurisdiction in cooperation with their public information or public affairs department	1	12/2021

**Priorities are listed 1 – 3 depending on availability of funds and staffing*

Appendix K: Mitigation Assessment Teams (MATs)

Should PBC be impacted by a natural disaster deemed by FEMA to be of national significance, teams of technical specialists, referred to as Mitigation Assessment Teams (MATs), might be mobilized by FEMA, in conjunction with State and local officials, to conduct on-site qualitative engineering analyses to assess damage to government offices, homes, hospitals, schools businesses, critical facilities and other structures and infrastructure. The purpose of the assessment would be to determine the causes of structural failures (or successes) and to evaluate the adequacy of local building codes, practices, and construction materials for the purpose of improving future performance. They also might use the opportunity to review the effectiveness of previous mitigation projects.

Most frequently, MATs would be mobilized by FEMA's Directorate in response to joint federal, state, and local requests for technical support.

The technical make-up of MATs will depend largely on the nature and extent of damage incurred. Disciplines most commonly represented are likely to include: civil and coastal engineering, hydraulics, architecture, construction, and building code development and enforcement. If the damage is severe, representatives from FEMA Headquarters, Regional Office engineers, representatives from other Federal agencies and academia, and experts from the design and construction industry may also participate. State representatives would be dispatched by the FDEM Mitigation Bureau. The County would be expected to provide local team members and support services as defined below.

At the county level, during activations, the Operations Section Chief will be responsible for coordinating with the Logistics Section to arrange for local personnel, equipment, vehicles, data, and other resources necessary to support MAT assessments. Once staffed and equipped, MAT activities will be closely supported by the Damage Assessment and Impact Assessment Units of the Operations Section under the direction of the Operations Section Chief. Most likely FEMA and State representatives will bring personal resources such as laptop computers, cell phones, GPS, etc. with them in their Go Bags, however, backup inventories and sources for local resources will be maintained.

According to NIMS/ICS task force guidelines, federal and state MATs may choose to coordinate their activities with local law enforcement homeland security units who commonly perform critical infrastructure and key resource (CI/KR) field assessments within the County. This temporary disaster response task force may also include special operations personnel from the fire service as necessary. Non-sensitive information from local law enforcement's established database will be shared to the fullest extent possible with the MATs. Any exchange of information associated with this initiative will be limited so as not to compromise local law enforcement's tactical or strategic capabilities or the region's efforts in CI/KR programs in support of the National Infrastructure Protection Plan (NIPP).

Lists of needed resources will be prepared by the Operations Manager and given to the Logistics Manager who will be responsible for maintaining the inventories at the EOC or other PBC facilities and ensuring equipment is secured, available, and ready for deployment. Access to special or emergency resources beyond the working inventory, may be available through the Purchasing Unit, through the ESF18 (Business & Industry) functions at the regional and state levels, through WebEOC source lists, or through private sector partners party to the [Business Continuity Information Network \(BCIN\)](#). The BCIN is a web-based service available to local businesses, county emergency management, and organizations that assist businesses to gather and share critical information that support continuity efforts before, during and after a disaster. Available year round as a public service, this trusted, business-to-business, community network provides participating companies a tool to track their key employees and supply chain status, and locate needed recovery goods and services.

The County will provide appropriate public sector and private sector technical, operational, logistical, administrative, and planning expertise necessary to support the mitigation assessment mission. The Logistics Section will maintain lists of emergency contacts.

Depending on the geographic distribution and severity of damage throughout the PBC, the MAT might establish its base(s) of operation at the EOC or at sites near any or all of the six Emergency Operating Areas (EOAs).

The MATs may work in conjunction with Damage Assessment Teams or independently, based on need, time priorities and the availability of State and FEMA MAT personnel.

The mission of the MATs is to learn exactly what happened and why, and how to reduce disaster damage in the future. Key questions include:

- How did buildings perform?
- Did winds exceed building codes?
- Did flood damages go beyond special flood hazard areas?
- Were building codes followed and enforced?
- Were construction materials sufficient to withstand wind and water damages?
- Were protective measures such as shutters used?
- Were local, State, and Federal building standards and ordinances sufficient?

PBC is the largest county by area in the U.S. east of the Mississippi River. Most of its population and development are heavily concentrated in the eastern corridor within 12 miles of the coastline. The County's emergency management planning is based on the assumption that the County may not be serviced effectively by a single EOC location. Consequently, the County has been divided into six Emergency Operations Areas, each of which is equipped to function on its own before, during and after a disaster. Pre -equipped field response trailers are available for deployment year round. Where lead times are sufficient, resources will be pre-staged. Mitigation assessment resources may not be available for all EOAs concurrently, in which case the Operations Section Chief will work with the MAT to identify priorities and will request additional resources through Logistics.

If available local personnel resources are insufficient, the County may be able to draw mutual aid support from neighboring counties on an as needed basis. The Logistics and Operations Sections may also coordinate with FDEM, as necessary and appropriate, to arrange for field support from organizations such as the International Code Council.

Based on a comprehensive analysis of assessment data compiled in the field, the teams will prepare recommendations regarding construction codes and standards, building design, and best practices that PBC, its municipalities and the construction industry can use to reduce future disaster damage. Throughout the process, the MAT will consult with partnering government agencies and supporting private sector organizations to ensure consensus on each phase of the investigation, including methodology, data collection, and analysis. This will help to ensure the MAT's final recommendations represent the most current and best available data and technical expertise. Once consensus is reached, FEMA will issue a series of "Recovery Advisories" that will provide initial guidance on building issues and best practices that can be used in the reconstruction process. FEMA will also publish a comprehensive report that provides local decision makers with information and detailed technical recommendations for improving building construction and design, building code policy and enforcement, and mitigation activities that can limit or eliminate damages in future disasters.

MAT observations and recommendations submitted to the LMS will provide a basis for future mitigation strategies, initiatives, and projects and the optimum uses of mitigation assistance funds.

The DEM recovery branch will provide oversight. The recovery and post-disaster coordinator from the recovery branch along with the LMS Coordinator will facilitate and coordinate the application process and serve as a primary communication link with funding agencies.

Public information will be coordinated through the Joint Information Center (managed by ESF-14), based on cleared information provided by the MATs and Disaster Recovery Centers. Longer-term, information will be integrated into media releases, LMS and CRS outreach activities, public presentations, presentations at professional conferences, training curricula, etc.

Mitigation assessment activities are integral to assessing the mitigation program. DEM coordinates with the Inspections Section of the County's Building Department regarding these. Many of the 39 municipalities of the County have their own building departments, officials, and procedures and will be an important part of future procedure development processes. Several of these departments can draw from their damage assessment experiences following Hurricane Andrew in 1992, and their experiences following Hurricane Irma in 2017, which affected PBC. Organizations such as the PBC Builder's Association and the Building Code Advisory Board of PBC may also be consulted regarding these activities.

Appendix L: LMS Coordination and Documentation (Separate Appendix due to large volume of meeting minutes and sign-in sheets)

This appendix may be accessed by contacting The Palm Beach County Division of Emergency Management during business hours. This information is open to public inspection.

Appendix M: Critical Facilities (separate Appendix due to being exempt from disclosure pursuant to Florida Statute §119.071(3)).

RESOLUTION NO. 05-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE ADOPTION OF THE 2015 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth is susceptible to a variety of natural, technological, and human-caused disasters, including but not limited to, severe weather, hazardous materials incidents, nuclear power plant emergencies, communicable diseases, and domestic security incidents as well as climate change impacts and sea level rise that causes increased inundation, shoreline erosion, flooding from severe weather events, accelerated saltwater contamination of ground water and surface water supplies, and expedited loss of critical habitats; and

WHEREAS, the Disaster Mitigation Act of 2000, was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

WHEREAS, the Disaster Mitigation Act of 2000, as a condition for qualifying for and receiving future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters, requires such governments to have Federal Emergency Management Agency approved hazard mitigation strategic plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

WHEREAS, the City of Lake Worth's Local Mitigation Strategy, in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of disasters, and with input from the private sector and other members of the public, developed and revised the Palm Beach County Local Mitigation Strategy; and

WHEREAS, the 2015 revised Palm Beach County Local Mitigation Strategy has been approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency subject to adoption by the County Board of County Commissioners and the participating municipalities within the County; and

WHEREAS, the LMS Steering Committee recommends the formal adoption of the 2015 Revised Palm Beach County Local Mitigation Strategy, including planned future enhancements described therein, by the County and all 38 participating municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH, FLORIDA, that:

SECTION 1: The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2: The City of Lake Worth hereby approves and adopts the 2015 Revised Palm Beach County Local Mitigation Strategy in its entirety, as revised by the LMS Steering Committee and approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency, subject to approval by the Palm Beach County Board of County Commissioners. The 2015 Revised Palm Beach County Local Mitigation Strategy is hereby incorporated by reference in this resolution and available for review at the City of Lake Worth.

SECTION 3: The City of Lake Worth authorizes the appropriate pursuit of available funding opportunities for implementation of proposed mitigation initiatives described in the Local Mitigation Strategy, and upon receipt of such funding or other necessary resources, the implementation of actions in accordance with the mitigation strategies set out by the Local Mitigation Strategy.

SECTION 4: The City of Lake Worth will continue to support and participate in the Local Mitigation Strategy planning and implementation process as required by Federal Emergency Management Agency, the Florida Division of Emergency Management, and the Palm Beach County Local Mitigation Strategy Steering Committee.

SECTION 5: The City of Lake Worth will consider incorporating climate change concerns, sea level rise and natural hazards into the local comprehensive plan and into future reviews of flood prevention regulations and zoning codes.

SECTION 6: Upon execution of the Resolution, the City Clerk shall transmit an original of the fully executed Resolution to the Palm Beach County Division of Emergency Management, attention Local Mitigation Strategy Coordinator (712-6481), for filing in the Office of the Clerk & Comptroller. One fully executed original shall be maintained by the City Clerk as a public record of the City. One copy of the fully executed Resolution shall be provided to the Public Services Director.

SECTION 7: This Resolution shall become effective upon adoption.

The passage of this Resolution was moved by Vice Mayor Maxwell, seconded by Commissioner Amoroso, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 6th day of January, 2015.

LAKE WORTH CITY COMMISSION

By: 

Pam Triolo, Mayor

ATTEST:


Pamela J. Lopez, City Clerk



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

DEPARTMENT: Water Utilities/Public Works

TITLE:

Authorize Second Amendment with Mock Roos & Associates, Inc. for Engineering Design and Construction Management Services for the City's Neighborhood Street Program

SUMMARY:

Second Amendment authorizes Mock Roos & Associates, Inc. to continue to provide Engineering Design and Construction Management Services for the City's Neighborhood Street Program to complete the final District 1 project that is under construction.

BACKGROUND AND JUSTIFICATION:

The City is in the process of completing the Neighborhood Road Program funded by the \$40 million bond issued in 2017. The program included four years of construction to improve the roads throughout the City. The final project in District 1 was delayed due to Covid and other factors, but is now under construction, with an estimated completion of June 2022. The engineering design and construction management contract with Mock Roos was issued for a four-year term and one year renewal, which was exercised and extended the Agreement through February 6, 2022. As this final project is ongoing and Mock Roos is providing construction engineering inspection services on it, the City finds amending the Agreement to extend the term until completion of the program or latest December 31, 2022.

MOTION:

Move to approve/disapprove Second Amendment with Mock Roos & Associations, Inc. for Engineering Design and Construction Management Services for the City's Neighborhood Street Program.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Second Amendment

**SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
For Engineering Design and Construction Management Services for the City's
Neighborhood Street Program**

THIS SECOND AMENDMENT to the Professional Services Agreement for Engineering, Design and Construction Management for the City's Neighborhood Street Program ("Amendment") is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida ("CITY") and **Mock Roos & Associates, Inc.**, a Florida Corporation ("CONSULTANT").

WHEREAS, on February 7, 2017, the CITY and CONSULTANT entered into a Professional Service Agreement for CONSUTLANT to provide Engineering, Design and Construction Management Services for the City's Neighborhood Street Program ("Agreement"); and

WHEREAS, the term of the Agreement was for four (4) years with one (1), one (1) year renewal option; and

WHEREAS, on January 26, 2021 the City exercised its one (1) year option to renew the Agreement through February 6, 2022; and

WHEREAS, in the past year the City's Neighborhood Street Program has not been completed due to various delays due to COVID and other related, unforeseeable factors; and

WHEREAS, there is an ongoing project that the CONSULTANT is still working on and the City requires CONSULTANT to continue the services until the construction is completed; and

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the term of the Agreement until completion of the construction on City's Neighborhood Street Program or latest December 31, 2022, whichever comes first; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to December 31, 2022 unless all services are completed prior to that date.
3. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement, the First Amendment and this Amendment set forth the entire agreement between the parties, and

that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement and the First Amendment (except as amended herein) remain in full force and effect.

4. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Agreement (Engineering, Design and Construction Management Services for the City's Neighborhood Street Program) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: MOCK ROOS & ASSOCIATES, INC.

By: _____

[Corporate Seal]

Print Name: Garry Gruber, P.E.

Title: Senior Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 23rd day of November 2021, by Garry Gruber, PE, as the Sr. Vice President of Mock Roos & Associates, Inc., a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Jane E. Hayes
Notary Public Signature

Notary Seal:



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

DEPARTMENT: Water Utilities

TITLE:

Authorize Subrecipient Agreement with State of Florida Department of Economic Opportunity (FDEO) for a grant for the Water Treatment Plant Roof Evaluation and Replacement Project

SUMMARY:

The Subrecipient Agreement between FDEO and the City is for a Community Development Block Grant Mitigation Program (CDBG-MIT) to construct the Water Treatment Plant Roof Evaluation and Replacement Project in the amount of \$989,262.00.

BACKGROUND AND JUSTIFICATION:

The City applied for grant funding under the Rebuild Florida Critical Facilities Hardening program for the Water Treatment Plan Roof Evaluation and Replacement project. The roof on the lime softening building at the Water Treatment Plant is a flat roof that is in need of repair due to age, leaks, and drainage issues and to harden the building, which contains the City's Emergency Operations Center (EOC). Also included is the roof on the east clearwell that is concrete and showing signs of wear, leaks and drainage issues as well. These are critical facilities as they provide potable water to the water utility customers and houses the EOC. The City received notice of award in February of 2021 and the Subrecipient Agreement now extends the terms of the grant. The City will issue a Request for Qualifications (RFQ) to select an architect or engineer to complete the evaluation and design on the project, and then an Invitation for Bid (IFB) for contractors to construct the hardening improvements.

MOTION:

Move to approve/disapprove Subrecipient Agreement with State of Florida Department of Economic Opportunity (FDEO) for a grant for the Water Treatment Plant Roof Evaluation and Replacement Project in the amount of \$989,262.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Subrecipient Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$989,262	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	\$989,262	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
402-0000-331.50-00	Federal Grants/Water	FG2201	\$	\$	\$	+\$989,262.00	\$989,262.00
422-7022-533.63-00	Improve Other than Build	FG2201	\$	\$	\$900,000	-\$989,262.00	\$738

State of Florida
Department of Economic Opportunity
Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and the City of Lake Worth Beach, Florida hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” ; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability,

and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as

Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this

Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay

the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy

available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-

CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Paul Wotherspoon
107 E Madison Street
Tallahassee, Florida 32399
850-717-8502
Paul.wotherspoon@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Julie Parham
301 College Street
Lake Worth Beach, Florida 33460
561-586-1798
jparham@lakeworthbeachfl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
- Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
 - Attachment L - 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed Nine Hundred Eighty-Nine Thousand Two Hundred Sixty-Two Dollars and Zero Cents (\$989,262.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds (“RFF”) on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the “Supplemental Appropriations for Disaster Relief Act, 2018” and Public Law 116-20, the “Additional Supplemental Appropriations for Disaster Relief Act, 2019” for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of

public records, provide DEO 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. 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.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a

person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

~ **Remainder of this page is intentionally left blank** ~

State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

**CITY OF LAKE WORTH BEACH,
FLORIDA**

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By _____
Signature
Betty Resch

By _____
Signature
Meredith Ivey

Title _____
Mayor

Title _____
Chief of Staff

Date _____

Date _____

Federal Tax ID # _____
59-6000358

DUNS # _____
076040070

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables

PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **Critical Facility Hardening Program**. Projects eligible for funding under this program must harden critical buildings that serve a public safety purpose for local communities. Critical buildings include:

- Potable water facilities
- Wastewater facilities
- Police departments
- Fire departments
- Hospitals
- Emergency operation centers
- Emergency shelters

2. PROJECT DESCRIPTION: The City of Lake Worth Beach, Florida has been awarded Nine Hundred Eighty-Nine Thousand Two Hundred Sixty-Two Dollars and Zero Cents (\$989,262.00) in CDBG-MIT (Community Development Block Grant – Mitigation) funding to storm harden the City's Water Treatment Plant by evaluating and repairing or installing new roofs of critical water system facilities as protection against severe weather and hurricanes. The project will repair or replace existing roofing to the lime softening treatment building and the east Clearwell building. This work mitigates the risk of damage or injury that crucial infrastructure and/or staff may incur during severe weather incidents. With the roofing system of the water treatment buildings and east Clearwell secured and the plant capable of serving as the emergency operation headquarters, staff can begin drying out and repairing pumps, locating leaks and broken valves on water mains, testing for toxic chemicals and harmful bacteria. Without the proposed project, the plant's treatment ability and functionality may be compromised, placing tens of thousands without access to clean water and jeopardizing public health. The Water Treatment Plant is in a Housing and Urban Development designated Most Impacted and Distressed Area (HUD-MID) and serves a population consisting of 61.79% low to moderate income residents and will satisfy the requirements of the LMI National Objective. There are no leveraged or matching funds associated with this project.

3. SUBRECIPIENT RESPONSIBILITIES: Subrecipient shall:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:

1. Organizational Chart; and
 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
 2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
 4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
 3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.

- J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
- K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
 - 1. A revised detail report measuring the actual cost versus the project cost.
 - 2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
- L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 - 1. Submit updated organization chart on a quarterly basis with quarterly report.
 - 2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
 - 3. A progress report documenting the following information:
 - a. Accomplishments within the past quarter;
 - b. Issues or risks that have been faced with resolutions; and
 - c. Projected activities to be completed within the following quarter.
- N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES

A. Deliverable 1 - Project Implementation

Subrecipient shall:

- 1. Procure Professional services for technical assistance and program management (Davis-Bacon review, Section 3 activities)
- 2. Conduct activities related to the required Environmental Review
- 3. Grant management activities to include invoicing, record keeping, prepare and award a bid to a vendor.
- 4. Project Closeout, Grant Closeout Package Completed and Submitted to DEO.

B. Deliverable 2 – Engineering and Design

Subrecipient Shall:

- 1. Create a full design package, signed and sealed by a professional engineer licensed in Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports documents, or information relevant to the roof replacement on the east Clearwell Building

and the Lime Softening Treatment Building ensuring design meets requirements of American Society of Civil Engineering (ASCE) standards as well as local building codes.

2. Evaluate the Water Treatment Plant roof for any structural or slope deficiencies. Architect/Engineer to Evaluate structural integrity and slope deficiencies on Water Treatment Plant Roof and propose the best roofing system and design to meet current standards and codes.
3. Construction Oversight. Architect/Engineer to provide construction oversight to ensure project is built and installed per design and in accordance with ASCE and local building codes.

C. Deliverable 3 – Construction

Subrecipient Shall:

1. Remove and properly dispose of existing roof membrane and associated demolition components for the east Clearwell Building.
2. Repair any damage to the underlying structure and or the various roof penetrations on the east Clearwell Building and surrounding ground preparation prior to installing new membrane system.
3. Install new roof membrane system and associated components on the east Clearwell Building in accordance with design drawings and specifications and ensure code enforcement approval and acceptance of performance in accordance with purchasing agreement.
4. Remove and properly dispose of existing roof membranes system and associated demolition components for the Lime Softening Treatment Building.
5. Repair any damage to the underlying structure and or the various roof penetrations as identified in the roof evaluation identified in task B.2. above on the Lime Softening Treatment Building prior to installing new membrane and/or roof system.
6. Install new roof membrane and/or proposed roof system based on evaluation on Lime Softening Treatment Building in accordance with design drawing and specifications and ensure code enforcement approval and acceptance of performance in accordance with purchasing agreement

5. DEO RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion
- B. Assign a Grant Manager as a point of contact for Subrecipient
- C. Review Subrecipient's invoices described herein and process them on a timely basis
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one task listed in Section 4.A. associated with a task as identified in Deliverable 2-3 as evidenced by submittal of the following documentation:	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.

	<ol style="list-style-type: none"> 1) Environmental Review Documents 2) Payroll documentation (if applicable) 3) Bid package (if applicable) 4) Third party invoices paid for professional services related to Davis-Bacon Act 5) Final design plans to include working drawings and cost estimates 6) Invoice package in accordance with Section 7 of this Scope of Work 	
		Deliverable 1: \$69,174.00

Deliverable No. 2 –Engineering and Design		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one task in Section 4.B evidenced by submittal of the following documentation: <ol style="list-style-type: none"> 1) Design working drawings, blueprints, price list for roof replacement; 2) Roof inspection report and repair recommendations; 3) Inspection reports 4) Copy of all required permits; 5) Certification by a licensed professional using AIA forms G702 and G703, or their; and substantive equivalents 6) Invoice package in accordance with Section 7 of this Scope of Work 	Failure to complete the Minimum Level of Services as specified shall result in non-payment for this deliverable.
		Deliverable 2 – \$228,348.00

Deliverable No. 3 –Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.C. evidenced by submittal of the following documentation: <ol style="list-style-type: none"> 1) Certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents 	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.

	2) Photographs of completed work; and 3) Invoice package in accordance with Section 7 of this Scope of Work	
		Deliverable 3 - \$691,740.00
Total Project Cost Not To Exceed: \$989,262.00		

COST SHIFTING: The deliverable amounts specified within the Eligible Tasks and Deliverables tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in Modification section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL:

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 4. Photographs of the project in progress and completed work;
 5. A copy of all supporting documentation for vendor payments;
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Modification Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-MIT Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project (Example Activities)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (Example Activities)													
3. Public Facilities Program – Unified Service Center (Example Activities)													
4. Infrastructure Program (Example Activities)													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												

	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												
	St. Augustine - Lake Maria Sanchez HMGP Match Drainage												
	St. Augustine Blvd & Cypress Rd Drainage												
5.	Administration												
6.	Planning												
	Totals:												

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

1.	Source of Other Funds	Amount
2.		
3.		
4.		

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month /year)	End Date (month /year)	Describe Proposed Action	Activity	Description	Deliverable	Associated Task	CDBG-MIT Funding	Local/Match Funding	Estimated Funds by End Date

Attachment D – Program and Special Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall

be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and Employment

Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants

for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Section 3 Benchmarks and Reporting

- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:
 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures.

In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
 - (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
 - (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) **Flood Disaster Protection**
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) **Lead-Based Paint**
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) **Historic Preservation**
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) **Additional Regulations**
- (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and

- c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in CDBG-MIT-funded contracts of \$100,000 or more:

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

~ Remainder of this page is intentionally left blank ~

Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- 3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the Subrecipient’s resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred): or
Audit@deo.myflorida.com

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General’s Office at the following address:

Auditor General
Local Government Audits
342 Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General’s website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

- Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency: U.S. Department of Housing and Urban Development

Federal Funds Obligated to Subrecipient: \$989,262.00

Catalog of Federal Domestic Assistance Title: Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii

Catalog of Federal Domestic Assistance Number: 14.228

Project Description: Funding is being provided for the City of Lake Worth Beach, Florida to storm harden the City’s Water Treatment Plant by evaluating and repairing or installing new roofs of critical water system facilities as protection against severe weather and hurricanes.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>	
<hr/>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L**2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

(J) See 200.323 - Procurement of Recovered Materials.

(K) See 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

**State of Florida
Department of Economic Opportunity**

**Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-MIT) Subrogation Agreement**

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between the City of Lake Worth Beach (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Mitigation Program (the “CDBG-MIT Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**CITY OF LAKE WORTH BEACH,
FLORIDA**

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By _____
Signature
Betty Resch

By _____
Signature
Meredith Ivey

Title **Mayor**

Title **Chief of Staff**

Date _____

Date _____

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

DEPARTMENT: Community Sustainability

TITLE:

Resolution No. 04-2022 - Public Hearing - Approve a Historic Preservation Ad Valorem Tax Exemption for the property located at 1020 South Lakeside Drive.

SUMMARY:

The Resolution 04-2022 authorizes a property tax exemption from the increased assessed value as a result of the historic preservation rehabilitation as allowed by Section 23.5-5 of the Land Development Regulations. The subject property is a contributing resource to the South Palm Park Local Historic District and is located within the Single-Family Residential (SF-R) zoning district.

BACKGROUND AND JUSTIFICATION:

The single-family structure at 1020 South Lakeside Drive was designed by the architect Ames Bennett and constructed c. 1956 in a Masonry Vernacular architectural style with a Ranch style floor plan. The subject property is a contributing resource to the South Palm Park Local Historic District. Pursuant to Land Development Regulation (LDR) Section 23.5-5(c), a contributing property within a designated historic district is eligible for an Historic Preservation Ad Valorem Tax Exemption.

At the September 11, 2019 Historic Resources Preservation Board (HRPB) meeting, the property received approval for a Certificate of Appropriateness (COA) approval for an addition and exterior alterations, a Base Flood Elevation (BFE) variance as a result of a substantial improvement, and a Pre-Construction approval for a Historic Preservation Ad Valorem Tax Exemption.

At the September 8, 2021 meeting, the HRPB approved the completed work application and recommended approval of the subject tax exemption for a 10-year period ending in 2031. The HRPB approval certified that the renovation work was completed in accordance with national and local historic preservation guidelines, and met the criteria for obtaining an Ad Valorem tax exemption approval. The property owner agreed to enter into a covenant with the City to maintain the qualifying improvements for the exemption period, not to exceed 10 years.

The exemption only applies to the increase in assessed value as a result of the improvements and does not relieve the owner of all tax liability. Subsequent to an approval for a municipal tax exemption, the application will be forwarded to Palm Beach County to be reviewed for a county tax exemption. The Historic Preservation Ad Valorem Tax Exemption program is authorized by Florida Statute and is used throughout the State to encourage property improvements in historic districts. Ordinance No. 97-26 created the City's ad valorem tax exemption for the restoration, renovation, and/or improvement of historic properties to incentivize preservation of historic properties within the City's historic districts.

Move to approve/disapprove Resolution No. 04-2022 for a Historic Preservation Ad Valorem Property Tax Exemption for the property located at 1020 South Lakeside Drive.

ATTACHMENT(S):

Fiscal Impact – N/A

Resolution 04-2022

Historic Preservation Property Tax Exemption Covenant

1
2
3 RESOLUTION NO. 04-2022 OF THE CITY COMMISSION OF THE CITY
4 OF LAKE WORTH BEACH, FLORIDA, GRANTING AN AD VALOREM TAX
5 EXEMPTION FOR THE PROPERTY LOCATED AT 1020 SOUTH
6 LAKESIDE DRIVE, LAKE WORTH BEACH, FLORIDA, AS A RESULT OF
7 THE HISTORIC PRESERVATION/ REHABILITATION OF THE
8 PROPERTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER
9 PURPOSES.

10
11 WHEREAS, the City of Lake Worth Beach has adopted the Historic Preservation
12 Program that is designed to preserve, protect, enhance, and perpetuate resources
13 which represent distinctive and significant elements of the City's historical, cultural,
14 social, economic, political, archaeological, and architectural identity; and/or serve as
15 visible reminders of the City's culture and heritage; and

16
17 WHEREAS, the citizens of Florida amended the Florida Constitution, Article VII,
18 Section 3, to authorize counties and municipalities to grant a partial ad valorem tax
19 exemption to owners of historic properties for improvements to such properties which are
20 the result of the restoration, renovation, or rehabilitation of the historic properties; and

21
22 WHEREAS, Section 196.1997, Florida Statutes, establishes the process by which
23 such exemption may be granted to property owners; and

24
25 WHEREAS, the City of Lake Worth Beach is an approved Certified Local
26 Government to perform the review functions necessary for Historic Tax Exemption
27 applications; and

28
29 WHEREAS, the City passed Ordinance No. 97-26, which approved an ad valorem
30 tax exemption for the restoration, renovation, and/or improvement of historic properties,
31 which provides that upon completion of the review of a Final Application/Request for
32 Review of Completed Work that the Historic Preservation Planner shall present such
33 Final Application in a regularly scheduled meeting of the Historic Resources
34 Preservation Board with a recommendation that the Historic Resources Preservation
35 Board recommend approval or deny the exemption to the City Commission; and

36
37 WHEREAS, the property owners, LEWIS MAKEPEACE AND NATHALIE
38 MAKEPEACE, filed a preconstruction application and received preliminary approval from
39 the Historic Resources Preservation Board on September 11, 2019, for an ad valorem
40 tax exemption upon completion of the historic renovation and restoration of the property
41 located at 1020 South Lakeside Drive, Lake Worth Beach (the "Property"); and

42
43 WHEREAS, on September 8, 2021, the Historic Resource Preservation Board
44 reviewed the Completed Work Application and determined that the completed
45 improvements were consistent with the United States Secretary of Interior's *Standards*
46 *for Rehabilitation*, that the requirements of Section 196.1997, Florida Statutes, have been
47 met, and recommended granting an ad valorem City tax exemption for the Property; and
48

49 WHEREAS, the current property owner, LEWIS MAKEPEACE AND NATHALIE
50 MAKEPEACE, signed a covenant with the City, on September 27, 2021, to maintain the
51 qualifying improvements for the exemption period, not to exceed 10 years.

52
53 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
54 CITY OF LAKE WORTH BEACH, FLORIDA, that:

55
56 SECTION 1. The foregoing recitals are incorporated into this resolution as true
57 and correct statements.

58
59 SECTION 2. The Property is designated as a contributing property to a historic
60 district under the terms of the Lake Worth Beach Historic Preservation Program.

61
62 SECTION 3. The City Commission of the City of Lake Worth Beach, Florida,
63 hereby finds that the completed improvements to the Property, as described in the
64 application for ad valorem tax exemption filed with the City and in HRPB Case No. 19-
65 00100107 is consistent with the United States Secretary of Interior's *Standards for*
66 *Rehabilitation*, the City of Lake Worth Beach Land Development Regulations 23.5-4
67 and 23.5-5, and the property meets the requirements of Section 196.1997, Florida
68 Statutes.

69
70 SECTION 4. In accordance with this finding, the City Commission hereby
71 approves an ad valorem tax exemption for a ten-year period, commencing on January 1,
72 2022, and expiring December 31, 2031, from that portion of ad valorem taxes levied on
73 the increase in assessed value resulting from the restoration, renovation, and
74 rehabilitation improvements, for the real property described as:

75
76 Property Owner: Lewis Makepeace and Nathalie Makepeace

77
78 Address: 1020 South Lakeside Drive
79 Lake Worth Beach, Florida 33460

80
81 Legal Description: Add 1 to Town of Lake Worth Lot 1 Block 42.

82
83 SECTION 5. Prior to the ad valorem tax exemption described herein being
84 effective, the Property Owner shall execute and record in the Public Records of Palm
85 Beach County, a restrictive covenant in a form established by the State of Florida,
86 Department of State, Division of Historical Resources, requiring that the qualifying
87 improvements must be maintained during the period for which the tax exemption is
88 granted. A copy of the recorded covenant shall be provided to the City's Historic
89 Preservation Planner.

90
91 SECTION 6. A certified copy of this resolution shall be provided to the
92 Palm Beach County Property Appraiser.

93
94 SECTION 7. This resolution shall take effect upon its passage and
95 approval.
96

97 The passage of this resolution was moved by _____, seconded by
98 _____, and upon being put to a vote, the vote was as follows:
99

- 100 Mayor Betty Resch
- 101 Vice Mayor Herman Robinson
- 102 Commissioner Sarah Malega
- 103 Commissioner Christopher McVoy
- 104 Commissioner Kimberly Stokes

105
106 The Mayor thereupon declared this resolution duly passed and adopted on the 4th
107 day of January 2022.

108
109
110
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115

LAKE WORTH BEACH CITY
COMMISSION

By: _____
Betty Resch, Mayor

116 ATTEST:
117 _____
118 Melissa Ann Coyne, City Clerk

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the _____ day of _____, by Lewis Makepeace and Nathaie Makepeace, (hereinafter referred to as the Owner) and in favor of the City of Lake Worth Beach, Florida (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 1020 South Lakeside Drive, Lake Worth Beach, Florida which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance. The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are X architecture, _____ history, _____ archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows (include city reference, consisting of repository, book, and page numbers): ADD 1 TO TOWN OF LAKE WORTH LOT 1 BLOCK 42, according to the plat thereof, on file, in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, Plat Book 5, Pages 6 through 9.

In consideration of the tax exemption granted by the Local Government, the Owner hereby agrees to the following for the period of the tax exemption which is from January 1, 2022 to December 31, 2031.

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office. The address of the certified Local Historic Preservation Office is:

City of Lake Worth Beach, Division of Planning, Zoning, and Historic Preservation
1900 2nd Avenue North
Lake Worth Beach, Florida 33401
Telephone: (561) 586-1687

The address of the Division of Historical Resources is:

Bureau of Historic Preservation
Division of Historical Resources
R.A. Gray Building, 500 South Bronough Street
Tallahassee, Florida 32399-0250
Telephone Number: (850) 245-6333 or (800) 847-PAST (7278)

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in the Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition

existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be canceled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

9. The terms of this covenant shall be binding on the current Property Owner, transferees, heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

Date: _____

CITY OF LAKE WORTH BEACH, FLORIDA

WITNESSES AS TO THE CITY:

By: _____
Betty Resch, Mayor

ATTEST:

City Clerk

Approved As To Form And Legal Sufficiency:

By: _____
Glen Torcivia, City Attorney
Florida Bar No. 343374

Date: 9/27/2021

PROPERTY OWNERS

WITNESSES AS TO PROPERTY OWNERS

By: [Signature]
Lewis Makepeace

[Signature]

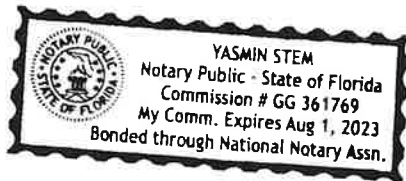
By: [Signature]
Nathalie Makepeace

[Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me on this 27 day of September, 2021, by, Lewis + Nathalie Makepeace who is personally known to me or produce _____ ID as identification.

[Signature]
Notary Public
My Commission Expires
Aug 1, 2023



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

DEPARTMENT: Financial Services

TITLE:

Resolution No. 01-2022 updating the City of Lake Worth Beach's travel policy

SUMMARY:

Resolution 01-2022 updates the City's travel policy and the legislatively required actions governing the classes of travel, amounts of meal allowance, and mileage reimbursement rate in the resolution.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach shall allow travel for business and training purposes that directly benefit City initiatives and activities. This comprehensive travel policy is intended to provide for the reasonable and prudent use of public funds. To be expensed and reimbursable, expenditures must be incurred as a result of necessity pursuant to the employee's office duties.

This administrative policy shall apply to: City Commissioners, appointed board or commission members, and City employees who are authorized pursuant to the following procedures to incur travel expenses in the performance of their office capacities.

MOTION:

Move to approve/disapprove Resolution 01-2022 updating the City of Lake Worth Beach's travel policy.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

Resolution 01-2022

Administrative Policy and Procedure Statement – Travel

RESOLUTION NO. 01-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A PER DIEM AND TRAVEL EXPENSE POLICY PURSUANT TO SECTION 166.021(9), FLORIDA STATUTES; ADOPTING A PROCEDURAL GUIDE TO IMPLEMENT THE PER DIEM AND TRAVEL EXPENSE POLICY; AUTHORIZING THE CITY MANAGER TO AMEND THE PROCEDURAL GUIDE AS NEEDED; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach requires sufficient protocols and processes to properly manage travel costs of City officers, employees, and other authorized persons (as defined in section 166.021(9), Florida Statutes) when traveling on behalf of the City; and

WHEREAS, pursuant to section 166.021(9), Florida Statutes, the City desires to establish a per diem and travel expense policy to provide an equitable and consistent reimbursement rate for travel costs throughout the organization for City officers, employees, and other authorized persons; and

WHEREAS, the City also desires to establish a procedural guide to accompany and implement the per diem and travel expense policy for the approval of all travel costs of the City; and

WHEREAS, the City Commission for the City of Lake Worth Beach finds the adoption of a per diem and travel expense policy and an accompanying procedural guide for the equitable and consistent reimbursement of travel costs for City officers, employees, and other authorized persons as set forth herein serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. Pursuant to section 166.021(9), Florida Statutes, the City Commission of the City of Lake Worth Beach, Florida, hereby adopts a per diem and travel policy wherein authorized City officers, employees, and other authorized persons as defined in section 166.021(9), Florida Statutes, may be reimbursed for the following classes of travel:

TRAVEL CLASSES

Class A: Continuous travel exceeding 24 hours away from the City.

Class B: Continuous travel of up to 24 hours away from the City and requires overnight lodging.

Class C: A day trip whereby overnight lodging is not needed. The City will not cover travel expenses for Class C Travel, except for:

- Fuel reimbursement when using a City vehicle;
- Mileage when the use of a personal vehicle, not covered by a car allowance, is used when a City vehicle is not available; and,
- Lunch when food is not provided by the sponsoring event.

Section 2. To implement the per diem and travel expense policy, the City Commission hereby adopts the travel procedural guide which is attached hereto as **Exhibit "A"** and incorporated herein. The procedural guide accompanies the per diem and travel policy to provide specific details on travel costs and reimbursement processes.

Section 3. The City Commission hereby authorizes the City Manager to amend the travel procedural guide as necessary without further action by the City Commission.

Section 4. All resolutions or parts of resolutions and all policies or parts of policies in conflict with this Resolution are hereby repealed including, but not limited to, Resolution No. 57-2012 and the travel provisions contained in Section 12 of the City of Lake Worth Personnel Policy.

Section 5. This Resolution shall become effective immediately upon passage.

The passage of this resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the 4th day of January 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

**City of Lake Worth Beach
Per Diem and Travel Expense Policy
Procedural Guide
(authorized by Resolution 01-2022)**

Issuance Date: 01/04/2022

Effective Date: 01/04/2022

Purpose Statement:

As allowed by Resolution 01-2022 (and which may be amended by the City Manager), the City of Lake Worth Beach shall allow travel for business and training purposes that directly benefit City initiatives and activities. Below is a comprehensive procedural guide which implements the City's per diem and travel expense policy and is intended to provide for the reasonable and prudent use of public funds. To be expensed and reimbursable, expenditures must be incurred as a result of necessity pursuant to the official duties of City officers, employees, and other authorized persons as defined in section 166.021(9), Florida Statutes.

All persons seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this procedural guide, then the most conservative course of action should be taken and the reasonable person test employed.

Scope:

This procedural guide shall apply to all City employees, City officers and other authorized persons as defined in section 166.021(9), Florida Statutes, which includes the Mayor, City Commissioners, appointed board or Commission members, and City employees who are authorized pursuant to the following procedures to incur travel expenses in the performance of their official duties.

Travel shall include the following categories;

- Class A Travel- Continuous travel exceeding 24 hours away from the City- see below for procedures.
- Class B Travel- Continuous travel of up to 24 hours away from the City and requires overnight lodging- see below for procedures.
- Class C Travel- A day trip whereby overnight lodging is not needed. The City will not cover travel expenses for Class C Travel, except for:
 - fuel reimbursement when using a City vehicle,
 - mileage when the use of a personal vehicle, not covered by a car allowance, is used when a City vehicle is not available,
 - lunch when food is not provided by the sponsoring event

Procedures:

- Authorization: All travel must be pre-approved at least ten (10) days prior to the travel event. The City Manager or designee may provide an exception to the 10-day requirement, but the prepayment of certain or all expenses may not occur due to time constraints.

City of Lake Worth Beach – Per Diem and Travel Policy Procedural Guide

- An attestation of availability of funds on the Travel Request and Authorization Form must be documented. The Director must attest to the availability of funds for all requests submitted by their department(s) and City boards that they provide lead liaison staff support. The Finance Director shall attest to the availability of funds for the Mayor and City Commissioners.
- The following is the approval hierarchy for travel approval:
 - Department Director for their staff,
 - City Manager or designee for Department Directors,
 - Mayor for City Manager,
 - City Manager for Mayor and City Commissioners,
 - International travel shall follow the aforementioned authorization. All international travel shall also require the approval of the City Commission-majority vote.
- In order to receive authorization, section 1, 2, and 3 of the Travel Request and Authorization Form must be completed.
 - **Section I: Purpose of Travel-** provide a thorough description for the purpose of the travel request, including how the travel will benefit the City.

The Conference Agenda and or itinerary must be attached.
 - **Section II: Travel Estimate and Funds Availability-** in order to approve the travel request, it is necessary to complete section II. Step 1 is to evaluate the proposed expenses as both reasonable and beneficial; while step 2 is to verify the availability of funding sources. Below is an overview of expenses and how they are treated.
 - Reasonable and acceptable expenses are for employees only- the City will not reimburse or pay for any expenses not incurred by a City employee and on behalf of the City. Examples include expenses for spouses and other family members. Examples of qualifying expenses include: registration for workshops, seminars, training and professional development; lodging at single occupancy rates; transportation; food; and sundry travel expenses such as parking, tolls, rental cars, and baggage fees. All travel expenses must be non-personal and business related. Furthermore, all qualifying expenses need to be documented by a vendor's itemized receipt.
 - **Lodging**
 - Lodging will be paid / reimbursed at event prices or when another location's price is equal to the host facility. Any price differential shall be paid by the employee. Because of availability, or other situations outside the employee's control, the City Manager may provide an exception to this requirement. The reason for the exception should be documented on the request form.
- Lodging will be paid for only for the nights of the event, unless the event starts before 10:00 AM, then the City will pay for the previous night. Additionally, the City will not pay for lodging for the last day of the event unless the conference, excluding social events, extends beyond 6:00PM.
- Only single rates will be paid by the City, any upgrades will be paid by the employee.

City of Lake Worth Beach – Per Diem and Travel Policy Procedural Guide

- The City will not pay or reimburse for taxes. To avoid payment of taxes, employee should obtain a copy of the City's Tax-Exempt documentation from the City's Accounts Payable Administrator.
- One day conferences within 70 miles of the employees point-of-origin, the employee's residence or place of work; lodging will not be provided.
- Conferences exceeding one day beyond 50 miles from the employee's point-of-origin, the employee's residence or place of work; lodging will be provided.
- Food
 - Food will be covered as an eligible expense if not covered by the sponsoring event. Food reimbursement cannot be documented via a hotel bill; it must be from an itemized receipt. Furthermore, food expenditures will be disallowed if documented via hotel bill rather than a detailed restaurant invoice.
 - Below are the reimbursement rates for each meal:
 - Breakfast: (12:00 AM – 10:00 AM) \$15.00-only for Class A & B travelers
 - Lunch: (10:00 AM – 2:00 PM) \$15.00-All Classes of travelers
 - Dinner: (2:00 PM – 12:00 PM) \$25.00-only for Class A & B
- Transportation
 - If the employee adds vacation time to an approved trip, any cost differentials in airfare, car rental or lodging must be clearly identified on the Travel Request form and documented. The City will not pay or reimburse for any expenses not directly associated with the event.
 - Transportation expenses must be reasonable and at the base rate; any upgrades shall be paid by the employee.
 - When out of state travel is necessary, the City will pay for the coach fare only. Additionally, the employee is encouraged to book flights at least 30 days in advance to avoid premium airfare pricing.
 - When traveling by air; the city shall not pay for:
 - TSA PreCheck or similar programs and priority airline boarding
 - Preferred seating
 - Bag fees, unless not included in ticket price,
 - Oversize bag fees and other up-charged items.
 - Internet and/or entertainment fees
 - If employee receives a monthly vehicle stipend they must use their personal car unless the request is for out-of-state travel.
 - For those employees that do not receive a vehicle stipend, they can either use a City vehicle or public transportation.
 - If a City vehicle is used, fuel is eligible for reimbursement when following the appropriate City procedures.
 - If a personal car is used, the mileage reimbursement will equal the IRS permissible rate at time of travel. The mileage request must be documented using google maps, or similar application, identifying the point-of-origin

City of Lake Worth Beach – Per Diem and Travel Policy Procedural Guide

- the destination, and total mileage. The City will not reimburse for additional mileage.
- When traveling out of state and a rental car is necessitated:
 - The City authorizes reimbursement for the most economic vehicle available. Any upcharges are the responsibility of the employee.
 - The rental agreement must clearly show the date and the points of departure/arrival, as well as the total cost. Drivers must adhere to the rental requirements, and restrictions must be followed. Original receipts are required.
 - When vehicle rentals are necessary, the City requires that collision damage and loss damage coverage be purchased.
 - Parking fees, tolls and other incidental costs associated with the vehicle will be covered when incurred for the trip. Such costs will not be covered for personal use made during time of travel, such as when incurred on a personal excursion.
 - Employees are responsible for fees and or penalties for not complying with the rental agreement. Additionally, employees are responsible for up-charges for not filling the gas tank.
 - Employees are responsible for any penalties and/or violations associated with operating a vehicle, such as; parking violations or moving violations.
 - ***Non-Reimbursable***
 - Reimbursable expenses must be for business purposes and cannot be for personal reasons. Examples include:
 - Laundry
 - Entertainment (e.g., movies, books, magazines, newspapers)
 - Alcohol, tobacco, flowers
 - Personal articles such as clothing, haircuts, personal grooming, and travel insurance
 - Costs incurred by the traveler’s failure to cancel travel or hotel reservations timely.
 - Personal telephone calls.
 - ***Section III: Prepayments and Check Requests-*** The City will allow certain prepayments as follows: registration fees, lodging, and airfare. ***Upon the necessary approvals enumerated above,*** department staff may prepay these expenses via city purchase/credit cards or via the accounts payable process. No air, lodging, registration, or other expenses can be charged to a procurement card until the approval process has been completed.
 - Receipts are required for all pre-payments. ***If receipts are not provided, associated payments will be disallowed, staff may become responsible for payment and they may also be subject to disciplinary procedures, including employment termination.***

City of Lake Worth Beach – Per Diem and Travel Policy Procedural Guide

- If prepayments are to be made through the accounts payable process, then the department should process based on the appropriate accounts' payable procedures, ***and must include the fully executed Travel Request and Authorization Form*** as part of the accounts payable request and documentation.
- Generally: per diem, prepayment for food, and other sundry travel expenses will not be made due to IRS compliance concerns. The reason for this is, according to the IRS, per diem must be part of an "Accountable Plan." There are three criteria: expenses must be incurred while performing services as an employee; expenses must be accounted for within a reasonable time period; and, the employee must return any amounts received in excess of actual expenses within a reasonable time. If any of these three criteria are not met, the prepayment of per diem expenses then creates a "Nonaccountable Plan." Once a plan is considered a Nonaccountable Plan, wages become subject to Social Security and Medicare taxes.
- To avoid an employee hardship, the City Manager may authorize an exception to per diem prepayments on a case-by-case basis. The per diem amount shall equal the subtotal of "Sundry Travel Expenses" itemized in Section II of the Travel Request and Authorization Form.
- In the event prepayments for per diem are approved, the request shall be processed through accounts payable. The department should process based on the appropriate accounts' payable procedures, ***and must include the fully executed Travel Request and Authorization Form*** as part of the accounts payable request and documentation.
- If a City Purchase or Credit Card is used for any travel expense, including sundry expenses, receipts are required for all expenditures, and further, the employee is responsible to follow all relevant policies and procedures associated with purchase/card activity. ***If receipts are not provided, or other policies and procedures are not followed, associated payments will be disallowed. As such, staff will become responsible for payments. Additionally, they may become subject to disciplinary procedures, including employment termination as determined by the City Manager and HR director.***
- The City will not prepay any personal expenses with the intention of being "repaid" at a later time.

Section IV: Travel Reimbursement and Expense Report- The purpose of this report is to identify all the expenses associated with the particular travel did occur and to reconcile activity with required documentation.

- Travel Reimbursements and Expense Reports must be submitted within 30 days after completion of the event's travel.
- To validate expenditures, all activity must be documented/supported by a vendor receipt reflecting good and services provided. A credit card receipt does not suffice for this purpose.

City of Lake Worth Beach – Per Diem and Travel Policy Procedural Guide

- If a Travel Reimbursement and Expense Report is submitted after the close of the fiscal year, reimbursements will be disallowed. Furthermore, if reimbursement may not occur, this does not relieve the employee from complying with any remaining policy(s) requirements. If the City Manager deems it appropriate, they may authorize reimbursement for a prior year following prior year bill procedures.
- If a Travel Reimbursement and Expense Report is submitted after the 30-day period, the employee may lose travel privileges and may be subject to other disciplinary procedures as may be determined by the City Manager and Human Resource Director.
- The City will not reimburse for taxes; therefore, employees are encouraged to use the City's tax exemption information. This can be obtained from the City's Accounts Payable administrator.
- The City shall not pay for gratuities.
- Unauthorized and/or nondocumented expenditures will not be reimbursement to the employee. If the employee uses a City Credit or Purchasing Card during travel, they are responsible for following all appropriate procedures.
- If unauthorized or nondocumented expenditures are paid by purchase/credit cards, the expense shall be immediately, within one pay-cycle, reimbursed by the employee either as a withholding from pay, or by direct payment by the employee. In addition to being responsible for reimbursing the City, additional disciplinary procedures may result as determined by the City Manager and Human Resources Director, such as: the forfeiture of the p-card, termination of employment and other disciplinary actions as may be warranted.

In order to provide a suitable audit trail, all travel documents must be retained and filed by employee and then by trip. Documents that need to be compiled in the file include: the approved Travel and Authorization Form, the conference agenda/itinerary, and copies of all receipts. Original receipts should be maintained with the Accounts Payable files following A/P procedures. While the City's Finance Department has the responsibility to validate expenditure and reimbursement requests and to maintain these files, it is the responsibility of the submitting department to submit all required information on a timely basis.

Below is the Travel Request and Authorization Form including.

- Section I: Purpose / Benefit
- Section II: Cost Estimate and Funds Availability Attestation
- Section III: Prepayment / Check Request
- Section IV: Reimbursement and Expense Report

City of Lake Worth Beach – Per Diem and Travel Policy Procedural Guide

City of Lake Worth Beach – Travel Request and Authorization Form

Employee Name: _____
Department / Division: _____
Travel Dates:
Departure Date: _____ Return Date: _____
Destination: _____

Section I – Purpose & Benefit of Travel; attach conference agenda / itinerary

What is Purpose of Travel: _____

Define City Benefit: _____

Section II – Cost Estimate and Attestation of Funds Availability

Qualified Prepaid Expenses		
Registration Fee	_____	Event / conference brochure/itinerary required
Lodging	_____	At conference rate
		CM Exception _____ Date _____
Airfare	_____	Rational: _____
Subtotal	_____	
Sundry Travel Expenses		
Baggage	_____	one bag limit
Private Vehicle	_____	Approval: _____ Date _____
Shuttle or Taxi	_____	
Parking	_____	
Tolls	_____	
Rental Car	_____	Approval: _____ Date _____
Gas	_____	
Breakfast	_____	at current rate
Lunch	_____	at current rate
Dinner	_____	at current rate
Other- Specify	_____	List: _____
Subtotal	_____	
Total Estimated Exp	=====	Director's Attestation; _____
		Date: _____
General Ledger Number	_____	
Less; Unencumbered Balance	_____	
Available Funds	=====	Director's/Finance Attestation; _____
		see AP&P for responsibility
		Date: _____

Section III – Prepayments / Check Request - if paid by department p-card; receipts required

Registration Fee	_____	
Lodging	_____	
Airfare	_____	
Total	_____	Dept Director Review: _____
		Date: _____

Per-diem Prepayment	_____	City Manager Approval _____
		Date: _____

Approval/ Authorization, *see AP&P for responsibility*, _____

City of Lake Worth Beach – Per Diem and Travel Policy Procedural Guide

City of Lake Worth Beach – Travel Request and Authorization Form

Section IV – Travel Reimbursement and Expense Report – Provide for Each Week

Expense Category	Day 1 <i>Date:</i>	Day 2 <i>Date</i>	Day 3 <i>Date</i>	Day 4 <i>Date</i>	Day 5 <i>Date</i>	Day 6 <i>Date</i>	Day 7 <i>Date</i>
Qualifying prepaid expenses							
Registration Fee							
Lodging							
Airfare							
Subtotal							
Sundry Travel Expenses							
Baggage							
Private Vehicle – <i>see below</i>							
Shuttle, Taxi, etcetera							
Parking							
Tolls							
Rental Car							
Gas							
Breakfast							
Lunch							
Dinner							
Other: <i>specify</i>							
Subtotal							
Total Expenses Incurred							
Less:							
Prepaid Expenses							
City P-Card Purchases							
Disallowed Payments (1)							
Subtotal							
Net Reimbursement							

(1) Employee is responsible to reimburse City per procedures

Private Mileage Reimbursement

Google Map Mileage _____

Multiply x2 = Total Mileage _____

IRS Reimbursement Rate at time of travel _____

Multiple Total Mileage by IRS rate = Reimbursement _____

enter amount above

The employee attests that this Travel Request and Authorization Form, including amounts submitted for reimbursement, are true and correct and that the expenses itemized were both incurred and necessary.

Employee Signature _____ Date _____

Director's Signature _____ Date _____

Finance Review _____ Date _____

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 02-2022 – Hazard Mitigation Grant Program Application for South Palm Park Resiliency Project

SUMMARY:

The resolution approves and authorizes the submission of an application to the State of Florida Division of Emergency Management for Hazard Mitigation Grant Program funding in the amount of \$450,000 that are available from the recent Presidential Disaster Declaration for the COVID-19 Pandemic (FEMA-4486-DR-FL). These funds will be used to implement mitigation measures to relieve the chronic flooding in the South Palm Park neighborhood of the City.

BACKGROUND AND JUSTIFICATION:

Resolution No. 02 -2022 approves and authorizes the submission of an application for \$450,000 in funding under the Hazard Mitigation Grant Program (HMGP) for mitigation measures to relieve the chronic flooding in the South Palm Park neighborhood of the City. The worsening flood conditions at the eastern end of 18th Avenue South are adversely impacted by standing stormwater that results from heavy rainfall and surges of water from the king tides that overflow the Lake Worth Lagoon as the existing stormwater outfall is unable to drain properly.

Proposed improvements include mitigation measures to alleviate the chronic flooding. These measures include the installation of a stormwater pump station that will pump stormwater into the Lake Worth Lagoon through a new outfall that will be equipped with an outfall tidal check valve. The tidal check valve will serve to prevent waters from the Lake Worth Lagoon from backing up through the outfall into the neighborhood. These measures will serve to make the stormwater system more resilient to sea level rise and better protect the neighborhood.

The cost of these improvements is estimated to be \$600,000. Of this amount, the City is requesting grant funding in the amount of \$450,000. In accordance with HMGP guidelines, the City will be required to provide \$150,000 as a local cost share.

The project is currently being designed by Chen Moore and Associates, who will also be responsible for obtaining requisite permits and providing construction engineering once the construction process is underway. Required permits will include those issued through the South Florida Water Management District, the US Army Corps of Engineers and other applicable agencies.

The application will further include a letter of support from the Palm Beach County Local Mitigation Strategy Working Group that is coordinated by the Palm Beach County Department of Public Safety's Division of Emergency Management. This letter will serve to verify that the project is included in the current Prioritized Project List and is thereby eligible to be considered for HMGP funding assistance.

MOTION:

Move to approve/disapprove Resolution No. 02-2022 approving and authorizing the submission of an application to the State of Florida Division of Emergency Management requesting \$450,000 in funding under the Hazard Mitigation Grant Program to implement mitigation measures to relieve the chronic flooding in the South Palm Park neighborhood of the City.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 02-2022

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	600,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	450,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
408-0000-207.91-80	Storm Grant Fund	N/A	\$0	\$0	\$0	\$450,000	\$450,000
428-5090-538.63-15	Storm Infrastructure	NR1904	\$3,007,943	\$2,294,681.23	\$	\$600,000	\$1,694,681.32

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RESOLUTION NO. 02-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, TO AUTHORIZE THE SUBMISSION OF A PROPOSAL TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR \$450,000 IN FUNDING UNDER THE HAZARD MITIGATION GRANT PROGRAM TO IMPLEMENT FLOOD MITIGATION MEASURES IN THE SOUTH PALM PARK NEIGHBORHOOD OF THE CITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the State of Florida Division of Emergency Management has announced the availability of funding under the Hazard Mitigation Grant Program (“Program”) as a result of the recent Presidential Disaster Declaration for the COVID-19 Pandemic (FEMA-4486-DR=FL); and

WHEREAS, these funds are made available for communities to implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects; and

WHEREAS, the City of Lake Worth Beach (“City”) is eligible to submit a proposal for funding assistance under the Program; and

WHEREAS, the City intends to submit a proposal requesting \$450,000 in funding under the Program to implement mitigation measures to relieve chronic flooding in the South Palm Park neighborhood of the City; and

WHEREAS, the City will propose the provision of \$150,000 as a local cost share for this valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH BEACH, FLORIDA, that:

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the submission of an application to the State of Florida Division of Emergency Management requesting \$450,000 in funding assistance under the Hazard Mitigation Grant Program to plan implement mitigation measures to relieve chronic flooding in the South Palm Park neighborhood of the City.

SECTION 2: The City Commission hereby authorizes Carmen Davis, City Manager, or her designee, to execute any programmatic documents related to the submission of the proposal.

45 SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the Water
46 Utilities Director. The fully executed original shall be maintained by the City Clerk as a
47 public record of the City.

48
49 SECTION 4: This resolution shall become effective upon adoption.
50

51 The passage of this resolution was moved by Commissioner _____,
52 seconded by Commissioner _____, and upon being put to a vote, the vote
53 was as follows:

- 54 Mayor Betty Resch
- 55 Vice Mayor Herman Robinson
- 56 Commissioner Sarah Malega
- 57 Commissioner Christopher McVoy
- 58 Commissioner Kimberly Stokes

59
60 The Mayor thereupon declared this resolution duly passed and adopted on the 4th day of
61 January 2022.

62 LAKE WORTH BEACH CITY COMMISSION

63
64
65 By: _____
66 Betty Resch, Mayor

67
68 ATTEST:
69
70
71 _____
72 Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

TITLE:

Agreement with Siemens Energy, Inc. for the purchase of 145kV high voltage breakers

SUMMARY:

The Agreement with Siemens Energy, Inc. (Siemens), authorizes Siemens to provide 145kV high voltage breakers for use at the City's new 138kV Canal Transmission Switchyard at a cost not to exceed \$503,600. The 145kV high voltage breakers have been identified as critical components for the City's electric utility System Hardening and Reliability Improvement Projects (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

In 2021, the City issued Invitation to Bid (IFB 21-209) for the procurement of 145kV high voltage breakers for use at the City's new 138kV Canal Transmission Switchyard. A total of two (2) bids were received and evaluated. Siemens was found to be the most responsive and responsible bidder and was recommended for the award. The Term of the Agreement is for three (3) years, with two (2) single-year renewal options with a not-to-exceed value of \$503,600.

Over the past year the Electric Utility has been working with engineering teams from Power Engineers and FP&L on the design and material procurement for the new 138kV Canal Transmission Switchyard. The 145kV breakers will be utilized in conjunction with substation relays as protection and control devices on the high voltage system.

To continue with the SHRIP program, the City is requesting the purchase of ten (10) 145kV high voltage breakers to be installed at the new 138kV Canal Transmission Switchyard.

MOTION:

Move to approve/disapprove the Agreement with Siemens Energy, Inc. for the purchase of 145kV high voltage breakers at a cost not to exceed \$503,600.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$503,600	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$503,600	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.16, Project SH2001.

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.16	Improve Other than Build / Infrastructure	SH2001	\$6,443,513	\$5,744,827		\$503,600	\$5,241,227

**AGREEMENT FOR GOODS AND SERVICES
(145kV High Voltage Breakers)**

THIS AGREEMENT FOR GOODS AND SERVICES (hereinafter "Agreement") is made this _____ day, between the **City of Lake Worth Beach**, Florida, a municipal corporation (hereinafter the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Siemens Energy Inc.**, a company registered to do business in the State of Florida (hereinafter the "CONTRACTOR"), with its principal office located at 4400 Alafaya Trail, Orlando, FL 32826.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid #21-209 for 145kV High Voltage Breakers (hereinafter "IFB"), which IFB is incorporated by reference into this Agreement; and

WHEREAS, the City received two (2) responses to the IFB; and

WHEREAS, the CONTRACTOR was found to be the lowest, responsive and responsible bidder and was recommended for the award; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the goods and services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the City Commission and the CITY's issuance of a Purchase Order. The CONTRACTOR agrees to provide all goods and services required under this Agreement for the period of up to three (3) consecutive years for the delivery of the 145kV High Voltage Breakers as further described in the IFB. The City reserves the right if agreed to with CONTRACTOR to renew this Agreement for two (2) additional one (1) year periods dependent on annual appropriation of the funds by the City Commission. During the renewal option(s), the CITY may utilize this Agreement to purchase additional 145kV High Voltage Breakers unit(s).

2. SCOPE OF WORK

2.1 The scope of work specifications set forth in the IFB defines a high voltage, outdoor, SF6 gas-insulated, circuit breaker to be furnished in accordance with the requirements of applicable ANSI, NEMA, and IEEE standards. All materials and devices shall be in accordance with the applicable requirements of the Federal Occupational Safety and Health Standards". Specific Quantities of the materials are indicated in the IFB (including the IFB's "Scope of Work") and shall be used for the furnishing and delivery of 145kV high Voltage Breaker units. The CITY may request additional units and modifications to additional units the CITY desires to purchase and the CITY will seek a proposal from the CONTRACTOR based on such modifications.

2.2 The CONTRACTOR represents to the CITY that all work (inclusive of all goods and services identified in the IFB) to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such work. All of the CONTRACTOR's personnel (and all Subsuppliers), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The work shall be completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work or as reasonably necessary to accomplish the work unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 The CITY shall utilize a City Purchase Order for the ordering of the 145kV High Voltage Breaker unit(s) under this Agreement (not to exceed 10 units during the initial three (3) year term); however, the terms and conditions of the City Purchase Order shall not apply.

5.2 Should the CITY require additional 145kV High Voltage Breakers Unit(s), the CITY and CONTRACTOR will prepare and execute a written amendment to this Agreement setting forth the additional materials and/or work and the total cost for the same prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 CONTRACTOR shall not exceed amounts expressed in any CITY issued Purchase Order or amendment to this Agreement for the purchase of the 145kV High Voltage Breaker Unit(s). The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid prices, which are attached hereto and incorporated herein as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR if the CITY orders the initial ten (10) 145kV High Voltage Breakers units shall not exceed \$503,600 (Five Hundred Three Thousand Six Hundred Dollars) ("Maximum Cost"). If the CITY purchases any additional unit(s) from the CONTRACTOR, the not to exceed amount for those additional units shall be by an amendment(s) to this Agreement and shall increase the Maximum Cost under this Agreement.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY upon delivery and final acceptance of the 145kV High Voltage Breaker unit(s). Final acceptance occurs when all work (including punch-list items) has been completed by the CONTRACTOR and the unit(s) becomes fully operational and accepted by the CITY. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all work for the 145kV High Voltage Breaker unit(s). Invoicing for additional units shall be addressed for each additional unit(s) in the amendment to this Agreement.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not

limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or work or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph. However, CITY shall be responsible for the cancellation fee set forth in the CONTRACTOR's bid.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 CONTRACTOR shall indemnify, hold harmless, and defend CITY, its officers, directors, and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs, or expenses (including reasonable attorney's fees at all trial and appellate levels) for personal injury, death, loss of and/or damage to third party property (except property of customers of CITY or property incorporated in or intended to be incorporated in the project) to the extent caused by or arising out of any negligent act or omission or willful misconduct of CONTRACTOR, its officers, directors, agents, employees, Subsuppliers, and/or any other person utilized by CONTRACTOR in connection with performance of any work under this Agreement or in connection with the equipment or materials provided by CONTRACTOR under this Agreement ("CITY Indemnity Claim"). CONTRACTOR's indemnification obligations under this paragraph are conditioned upon CITY providing CONTRACTOR with: (i) prompt notice of any CITY Indemnity Claim; (ii) the unrestricted right and obligation to defend any CITY Indemnity Claim; and (iii) reasonable cooperation and support in the investigation, defense, and/or settlement of the CITY Indemnity Claim.

15.2 To the extent permitted by applicable law, the CITY shall indemnify, hold harmless and defend CONTRACTOR, its officers, directors, and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs, or expenses (including reasonable attorney's fees at all trial and appellate levels) for personal injury, death, loss of and/or damage to third party property (except property of CONTRACTOR's Subsuppliers or property incorporated in or intended to be incorporated in the project) to the extent caused by or arising out of any negligent act or omission or willful misconduct of CITY, its officers, directors, or employees in connection with performance of work under the Agreement ("CONTRACTOR Indemnity Claim"). CITY's indemnification obligations under this Article are conditioned upon CONTRACTOR providing CITY with: (i) prompt notice of any CONTRACTOR Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) reasonable cooperation and support in the investigation, defense and/or settlement of the CONTRACTOR Indemnity Claim. Notwithstanding the foregoing, this Agreement shall not be construed or interpreted as a waiver of the CITY's rights to sovereign immunity under the law including, without limitation, the CITY's right to the liability limits set forth in section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as the CITY's or CONTRACTOR's consent to be sued by a third party.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); the CONTRACTOR's bid prices (Exhibit "A") and the CONTRACTOR's bid. However, except for the warranty provision in paragraph 7 of the CONTRACTOR's Standard Terms and Conditions of Sale for Product and Services included with the CONTRACTOR's bid, the CONTRACTOR's Standard Terms and Conditions of Sale for Product and Services shall not be considered and is not made a part of this Agreement. To the extent that there exists a conflict between the terms and conditions set forth in this Agreement and other documents specifically identified above, the terms and conditions of this Agreement shall prevail with the IFB (including all exhibits and addenda attached thereto) next taking precedence; however, the CONTRACTOR's bid prices (Exhibit "A") shall take precedence over the IFB for the pricing of the initial ten (10) 145kV High Voltage Breaker units and the CONTRACTOR's specifications in its bid shall take precedence over the specifications in the IFB. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement,

or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

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

21. TIME IS OF THE ESSENCE

21.1 Time is important in the completion of the Scope of Work as specified herein. CONTRACTOR will coordinate the delivery dates with CITY and keep the CITY informed about the progress. In case of any delay except when excused under paragraph 24 below, CONTRACTOR will deduct or pay the CITY 0.5% of the Cost of product that is delayed as set forth in paragraph 6 above per week for delayed portion in up to maximum aggregated of 5% of the delayed product price as the sole remedy.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Siemens Energy Inc.
4400 ALAFAYA TRAIL.
Orlando, FL 32826

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its Subsuppliers and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its Subsuppliers' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR

specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 As used above, "causes reasonably beyond the control of the CONTRACTOR or its Subsuppliers shall include, but is not limited to, the following: any act of God; act of civil or military authority; act of war whether declared or undeclared; act (including but not limited to delay, failure to act or priority, governmental allocations or restrictions upon the use of transportation, materials or labor, public curfews, shelters in place, shut-ins, or lock-downs) of any governmental authority; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; embargo, public health event, contagion, epidemic, pandemic (whether known or unknown) or quarantine; breakdown or unavailability of telecommunication networks; attacks on CONTRACTOR's or a Subsuppliers' digital infrastructure (such as malware, virus attacks, hacker attacks, or exploitation of vulnerabilities); railroad car, fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for CONTRACTOR's personnel or its Subsuppliers' personnel, necessary import or export licenses, or materials from usual sources

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER FORM OF INDIRECT OR NON-COMPENSATORY DAMAGES.

26.2 EXCEPT FOR CONTRACTOR'S RESPONSIBILITY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY UNDER PARAGRAPH 15 ABOVE AND EXCEPT FOR ANY CLAIMS, DAMAGES, OR EXPENSES COVERED BY THE CONTRACTOR'S INSURANCE REQUIRED HEREIN, CITY EXPRESSLY AGREES THAT NEITHER CONTRACTOR NOR ITS SUBSUPPLIERS WILL BE LIABLE TO THE CITY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT; LOSS OF INTEREST OR PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF CITY'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF, ALTERATION OR INABILITY TO ACCESS OR USE INFORMATION OR DATA; LOSS OF PRODUCTION (INCLUDING LOSS OF HYDROCARBONS); LOSS OF POWER; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OR DAMAGES OF CUSTOMERS OF CITY.

26.3 EXCEPT FOR CONTRACTOR'S RESPONSIBILITY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY UNDER PARAGRAPH 15 ABOVE AND EXCEPT FOR ANY CLAIMS, DAMAGES, OR EXPENSES COVERED BY THE CONTRACTOR'S INSURANCE REQUIRED HEREIN, THE CITY EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE MAXIMUM COST SET FORTH IN PARAGRAPH 6 ABOVE.

THE CITY'S AND CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THEIR RESPONSIBILITY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER AND ANY CLAIMS, DAMAGES, OR EXPENSES COVERED BY THE CONTRACTOR'S INSURANCE REQUIRED HEREIN, SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD; PROVIDED THAT, THE PARTIES SHALL REMAIN RESPONSIBLE UNDER THIS AGREEMENT FOR THEIR RESPECTIVE LIABILITY THAT AROSE ON OR PRIOR TO THE DATE OF THE EXPIRATION OF THE WARRANTY PERIOD.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution,

validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. WARRANTY

36.1 The CONTRACTOR shall provide all required and necessary services as set forth in the warranty provision in paragraph 7 of the CONTRACTOR's Standard Terms and Conditions of Sale for Product and Services, which was included with the CONTRACTOR's bid.

37. SCRUTINIZED COMPANIES

37.1 Contractor certifies that it and its Subsuppliers are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its Subsuppliers are found to have submitted a false certification; or if the Contractor or any of its Subsuppliers, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

37.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its Subsuppliers are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its Subsuppliers are found to have submitted a false certification; or if the Contractor or any of its Subsuppliers are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

37.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

37.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

37.5 The Contractor agrees that if it or any of its Subsuppliers' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

37.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

38. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

38.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subsuppliers (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subsuppliers' newly hired employees;

38.2. Secure an affidavit from all Subsuppliers (providing services or receiving funding under this Agreement) stating that the Subsupplier does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

38.3. Maintain copies of all Subsupplier affidavits for the duration of this Agreement and provide the same to the CITY upon request;

38.4. Comply fully, and ensure all of its Subsuppliers comply fully, with Section 448.095, Florida Statutes;

38.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,

38.6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

39. SURVIVABILITY

39.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

40. NO THIRD PARTY BENEFICIARIES

40.1 There are no third party beneficiaries to this Agreement.

41. INFRINGEMENT INDEMNITY

41.1 CONTRACTOR will defend or settle at its expense a claim or suit brought by a third

party against the CITY arising out of a claim asserting that the work, services, repair, equipment, materials or other deliverables ("deliverables" hereafter) provided by CONTRACTOR under this Agreement infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. CONTRACTOR will indemnify and hold harmless the CITY against and from damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) CONTRACTOR is promptly notified in writing of such claim or suit, (ii) CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) CITY furnishes CONTRACTOR, on reasonable request, information available to CITY for such defense. The CITY will not admit any such claim without prior consent of CONTRACTOR.

41.2 In the event of a claim of infringement, CONTRACTOR shall, at its option: procure for CITY the right to continue using the deliverables provided under this Agreement; or, replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance. If neither of the foregoing actions is reasonably feasible, CONTRACTOR will refund to CITY the fee actually paid by CITY under this Agreement (as amortized on a straight-line basis over the time in which the CITY was able to use the deliverables).

41.3 CONTRACTOR will have no obligation under this paragraph for infringement if and to the extent that such claim arises from: modification of the deliverables other than by CONTRACTOR or by its recommendation; or combination of the deliverables with products other than those supplied by CONTRACTOR; the alleged infringement or misappropriation relates to such modification or combination; and/or, the specifications or written direction of the CITY directs CONTRACTOR to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with CONTRACTOR's products, services, or work product. CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided CITY with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by CITY within a reasonable time or (ii) arising out use of the deliverables not in accordance with this Agreement.

41.4 CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

42. CONFIDENTIALITY

42.1 Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) any information identified or marked as proprietary or confidential information ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using said proprietary information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall

cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for supply and delivery of 145kV High Voltage Breakers on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: Siemens Energy Inc

By: _____
12/3/2021

[Corporate Seal]

Print Name: M. Naeem Siddiqui

Title: Director

STATE OF MS)
COUNTY OF Rankin)



THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 3rd day of December 2021, by Naeem Siddiqui, as the Marketing Dir. [title] of Siemens Energy Inc, a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced known to me as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Exhibit "A"
Contractor's Bid Prices

IFB# 21-209 145kV High Voltage Breakers

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the materials set forth in the Scope of Services. The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. Prices shall be delivered FOB destination, City of Lake Worth Beach. The City will not accept bids that have no shipping prices included in their unit price. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Unit firm price for ten (10) breakers, as specified,
(F.O.B. destination, freight allowed and prepaid) \$ 50,360.00 / per unit

DELIVERY

Delivery of the items shall be no later than June 24, 2022. Bidder shall provide delivery details below:

Shipping is scheduled after receipt of order. 24-26 Weeks

Shipping is scheduled after drawing approval. 12-16 Weeks

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 4, 2022

TITLE:

Agreement with Southern States LLC, for the purchase of 138kV switches

SUMMARY:

The Agreement with Southern States LLC, (Southern States), authorizes Southern States to provide 138kV switches for use at the City's new Canal 138kV Transmission Switchyard and 8-Bay Distribution Substation at a cost not to exceed \$403,097. The 138kV switches have been identified as critical components for the City's electric utility System Hardening and Reliability Improvement Projects (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

In 2021, the City issued Invitation to Bid (IFB 22-101) for the procurement of 138kV switches for use at the City's new Canal 138kV Canal Transmission Switchyard and 8-Bay Distribution Substation. A total of four (4) bids were received and evaluated. Southern States was found to be the most responsive and responsible bidder and was recommended for the award. The Term of the Agreement is for three (3) years, with two (2) single-year renewal options with a not-to-exceed value of \$403,907.

Over the past year the Electric Utility has been working with engineering teams from Power Engineers and FP&L on the design and material procurement for the new Canal 138kV Transmission Switchyard and 8-Bay Distribution Substation. The 138kV switches will be utilized in conjunction with substation relays, protection and control devices to operate and distribute electrical loads on the 138kV transmission system.

To continue with the SHRIP program, the City is requesting the purchase of twenty-seven (27) 138kV switches to be installed at the new Canal 138kV Transmission Switchyard and 8-Bay Distribution Substation.

MOTION:

Move to approve/disapprove the Agreement with Southern States LLC, for the purchase of 138kV switches at a cost not to exceed \$403,907.

ATTACHMENT(S):

Fiscal Impact Analysis
Southern States Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$403,907	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$403,907	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.16, Project SH2001.

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.16	Improve Other than Build / Infrastructure	SH2001	\$6,443,513	\$5,744,827		\$403,907	\$5,340,609

**AGREEMENT FOR GOODS AND SERVICES
(138kV Switches)**

THIS AGREEMENT ("Agreement") is made this _____ day, between the **City of Lake Worth Beach**, a Florida municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Southern States LLC** with its principal office located at 30 Georgia Ave, GA. 30228, ("CONTRACTOR").

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid #22-101 for 138kV Switches ("IFB"), which IFB is not attached but incorporated by the reference into this Agreement; and

WHEREAS, the City received four (4) responses to the IFB; and

WHEREAS, the CONTRACTOR was found to be the lowest, responsive and responsible bidder and was recommended for the award; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid prices in order for CONTRACTOR to provide the goods and services to the CITY as set forth herein pursuant to the terms and conditions of this Agreement; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the City Commission. The CONTRACTOR agrees to provide all goods and services required under this Agreement for the period of up to three (3) consecutive years for the delivery of the 138kV Switches as further described in the IFB. The City reserves the right if agreed to with CONTRACTOR to renew this Agreement for two (2) additional one (1) year periods dependent on annual appropriation of the funds by the City Commission. During the renewal option(s), the CITY may utilize this Agreement to purchase additional 138kV Switches. The CONTRACTOR agrees to provide all goods and services required under this Agreement as per the terms and timelines provided in the IFB.

2. SCOPE OF SERVICES/WORK

2.1 The scope of services/work (specifications) set forth in the IFB details the supply and delivery of 138kV Switches City of Lake Worth Beach. All goods shall be delivered in accordance with this Agreement and the IFB. Quantities of the materials are indicated in the IFB (including the IFB's "Scope of Services/Work") and shall be used for the furnishing and delivery of 138kV Switches. The CITY may request additional units and modifications to additional units the CITY desires to purchase and the CITY will seek a proposal from the CONTRACTOR based on such modifications.

2.2 The CONTRACTOR represents to the CITY that all goods provided and services performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the goods and services to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

2.4 The services shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The goods shall be provided and the services shall be completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the services.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the scope of services/work, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Services/Work or as reasonably necessary to accomplish the services unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 The CITY shall utilize a City Purchase Order for the ordering of the 138kV Switches under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

5.2 Should the CITY require additional 138kV Switches, the CITY and CONTRACTOR will prepare and execute a written amendment to this Agreement setting forth the additional materials and/or services and the total cost for the same prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 CONTRACTOR shall not exceed amounts expressed in any CITY issued Purchase Order or amendment to this Agreement for the purchase of the 138kV Switches. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid prices, which are attached hereto as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR for the 138kV Switches shall not exceed \$403,097 (Four Hundred Three Thousand Ninety-Seven Dollars). If the CITY purchases any additional unit(s) from the CONTRACTOR, the not to exceed amount for those additional units shall be by an amendment(s) to this Agreement.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY upon delivery and final acceptance of the 138kV Switches unit(s). Final acceptance occurs when all goods and services have been provided and completed by the CONTRACTOR and accepted by the CITY. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all goods and services for the 138kV Switches unit(s). Invoicing for additional units shall be addressed for each additional unit(s) in the amendment to this Agreement.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for services performed and detailed documentation for all such services performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Services/Work or good or services to be provided or perform any additional services or provide any additional goods under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely provide the goods and/or perform the services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such services and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR

for such expense and/or services related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for the goods and/or services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any services. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

13.1. Prior to commencing any services, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for

damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's bid prices (Exhibit "A"). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence; however, the CONTRACTOR's bid prices (Exhibit "A") shall take precedence over the IFB. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

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

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Services/Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Southern States, LLC
Attn: Even Bruce
30 Georgia Ave
GA, 30228

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the services for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the services at any time. If the CONTRACTOR is delayed at any time in the progress of the services by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the services for any reason will be an extension of time to complete the services and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the services, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the services.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 Notwithstanding anything to the contrary in this Agreement, under no circumstances, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26.2 In no event shall CONTRACTOR's aggregate liability hereunder exceed the greater of \$1,000,000.00 or the total of City issued Purchase Orders under this Agreement; provided that, the foregoing limitation of liability shall exclude any liability out of any acts of gross negligence or willful misconduct (including omissions) or any insured losses (up to the insurance limits required herein).

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public services; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform services as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or

audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of services done under this Contract shall rest upon the CONTRACTOR, and he/she shall

save the CITY and political unit thereof harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that goods provided and services performed under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods, materials, and parts supplied under this Agreement shall be free from defects for a minimum of 18 months from the final acceptance of the services. CONTRACTOR guarantees that all services performed under this Agreement will be free from defects for a minimum of 18 months from the final acceptance of the services. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement. CONTRACTOR agrees to pay for all transportation and handling costs of returning any equipment or the unit(s), if required, for repair or replacement. If a unit(s) must be returned, CONTRACTOR, shall provide a replacement unit(s) for the duration.

38. SCRUTINIZED COMPANIES

38.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of services under this Agreement.

38.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

38.5 The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:

39.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

39.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

39.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

39.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

39.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

39.6 Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (138kV Switches) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Southern States LLC**

By: Evan Bruce

[Corporate Seal]

Print Name: Evan Bruce

Title: Sr. Account Manager

STATE OF Georgia)
COUNTY OF Henry)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 17th day of December 2021, by Evan Bruce, as the Sr. Account Manager **Southern States LLC**, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Susan H. Brown
Notary Public Signature

Susan H Brown
Notary Public, Henry County, Georgia
My Commission Expires 05/18/2023

Exhibit "A"
Contractor's Bid Prices

(B4 – 1 of 3)

IFB#22-101 138kV SWITCHES

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the materials set forth in the Scope of Services. The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. Prices shall be delivered FOB destination, City of Lake Worth Beach. The Bidder shall maintain fixed pricing for the initial period of the contract. The cannot guarantee minimum or estimated annual quantities. The City will not accept bids that have no shipping prices included in their unit price. The bidder acknowledges that no additional cost increase will be made for adjustments in the quantities.

Unit firm price as specified, (F.O.B. destination, freight allowed and prepaid):

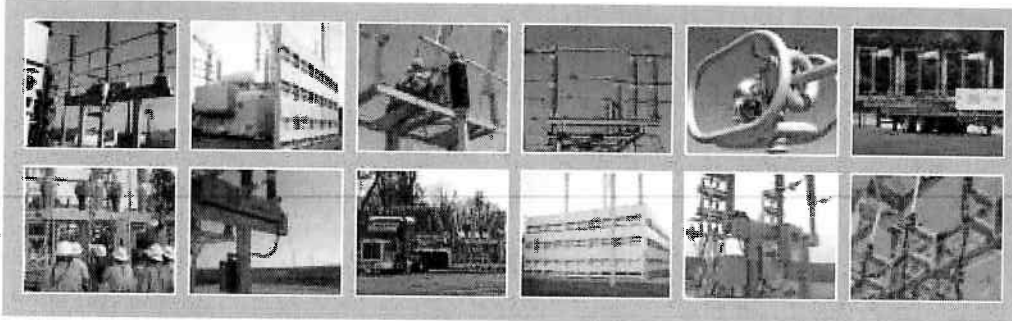
Description	Qty	Unit Price	Total
138kV, 2000A 3-pole, group operated, motor, horizontally mounted, vertical load break disconnect switch, with insulators, with LLS-11 Vacuum bottles	2	43,136	86,272
138kV, 2000A 3-pole, group operated, manual, vertically mounted, center break disconnect switch, with insulators	10	10,735	107,350
138kV, 2000A 3-pole, group operated, manual, horizontally mounted, vertical break disconnect switch, with insulators	10	11,534	115,340
138kV, 2000A 3-pole, group operated, motor, horizontally mounted, vertical break disconnect switch, with insulators	5	18,827	94,135

Additional Prices:

Contractor' Installation Oversight Field Services. Bidder shall provide the below prices as an option for the City to award. Theses process will not be used in determining the lowest responsive and responsible bidder. The City reserves the right to negotiate additional pricing and award it as considered to be in the best interest of the City.

<u>Equipment</u>	<u>Per Diem at Erection Site</u>	<u>Per Round Trip</u>
Canal Transmission Substation Disconnect Switch	Please see attached Field Service rates.	
Canal Distribution Substation Disconnect Switch	Please see attached Field Service rates.	

RATES AND BILLING PRACTICES



Southern States, LLC (SSL) maintains factory trained and experienced Field Service Technicians that provide technical guidance and assistance for installation, upgrade, and repair and maintenance of equipment manufactured by SSL and others. A four (4) week notice is recommended to ensure availability on the desired service date. Expedite scheduling maybe available. Request if needed.

Standard Rates (on-site) up to 8 hours + travel per diem expenses

- \$243 X 1.00 = Monday through Friday rate per hour
- \$243 X 1.50 = Saturday rate per hour
- \$243 X 2.00 = Sunday or holiday rate per hour

Premium Rates (on-site) over 8 hours + travel & per diem expenses

- \$243 X 1.50 = Over Time - 9 to 12 hours rate per hour
- \$243 X 2.00 = Double Time - over 12 hours rate per hour
- \$243 X 2.30 = Non-Standard - 10pm to 6am rate per hour

Standby Rates (on-site) unable to perform work scope due to circumstances beyond the control of SSL including, but not limited to weather conditions are invoiced at the appropriate standard or premium hourly rates

Expenses

- Airfare - Invoiced at actual cost + 20%
- Lodging - Invoiced at actual cost + 20%
- Meal & Incidentals - Invoiced per: <http://www.defensetravel.dod.mil/site/perdiemcalc.cfm>
- Rental Vehicle - Invoiced at \$190 per day, inclusive of tax, insurance, fuel, and parking as needed
- Privately Owned Vehicle - Invoiced at POV mileage rates per www.irs.gov, current as of date(s) service was performed

Holidays

- Defined by days observed by SSL

Minimum Charge

- The minimum charge, excluding travel time and expenses, shall be one 8-hour day
- Cancellation / opportunity loss fee of 4-hours per daily rate for each day once on site may apply

Currency

- All rates are stated in U.S. dollars

Employee Drug Screening

- Drug screening and/or background check costs, as required by the customer - Invoiced at actual cost + 20%. All travel time to complete screenings are invoiced at the appropriate standard or premium hourly rates plus expenses

All Time To Complete Site Specific Training

- Shall be invoiced at the appropriate standard or premium hourly rate plus expenses

Order Placement

- Thank you for including your quote number with your order.
- Email / fax purchase order or credit card to: PO@SouthernStatesLLC.com

Cc: Mr. Erik Jordan
E.Jordan@SouthernStatesLLC.com
678.674.1661 (Desk)
678.902.9374 (Fax)



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 18, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Betty Resch

PLEDGE OF ALLEGIANCE: led by Vice Mayor Herman Robinson

AGENDA - Additions / Deletions / Reordering:

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Presentation by Jervonte Edmonds, CEO & Founder of Suits for Seniors
- B. Presentation by Erica Whitfield regarding educational issues

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

- A. Resolution No. XX-2022 – DLIS ARPA Grant Agreement

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. Change Order #4 to R&D Paving for the Park of Commerce Phase 2 Project
- B. Work Order #8 with The Paving Lady

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

DRAFT