



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 17, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Sarah Malega

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes

AGENDA - Additions / Deletions / Reordering:

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Proclamation declaring October 14, 2023 as International E-Waste Day brought forward by Mayor Resch
- B. Proclamation declaring October 20, 2023 as "el Dia del Gualtmalteco" brought forward by Vice Mayor McVoy
- C. Presentation of MMC (Master Municipal Clerk) designation to Melissa Ann Coyne, City Clerk, by Renee Basel, Palm Beach County Municipal Clerk Association President
- D. Palm Beach Fire Rescue report by Geraldine Jaramillo, District Chief
- E. Proclamation declaring October 16-22, 2023 as Florida Government Week
- F. Proclamation declaring October 23-31, 2023 as Red Ribbon Week

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

CITY ATTORNEY'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - September 19, 2023](#)
- B. [Special Meeting \(2nd Budget Hearing\) - September 28, 2023](#)

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

- A. [Fiscal Year 2024 Justice Assistance Grant Agreement](#)
- B. [Settlement of personal injury lawsuit *N. D'Angelo v. City of Lake Worth Beach*](#)
- C. [Interlocal Agreement with Palm Beach County to increase the bandwidth of the City's internet access](#)
- D. [Microsoft Enterprise Agreement Contract Renewal](#)

- E. [Proclamation declaring November 2023 as American Indian Heritage Month](#)

NEW BUSINESS:

- A. [Contract with GT Supplies for the repair and maintenance of City Solid Waste dumpsters and roll-off containers](#)
- B. [Ordinance No. 2023-19 – First Reading - Repeal of Section 20-20 “Required Fair Written Notice of Termination of Monthly Residential Tenancy without Specific Duration” and Section 20-21 “Required Fair Written Notice of Rental Payment Increases for Residential Tenancies”](#)

UPCOMING MEETINGS AND WORK SESSIONS:

October 31 - Utility @ 6 PM
November 7 - Regular @ 6 PM

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 13-2023). 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, SEPTEMBER 19, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:33) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Y. Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:57) was led by Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: (1:31) was led by Commissioner Reinaldo Diaz.

ADDITIONS/DELETIONS/REORDERING: (2:01)

Consent Item C, Proclamation declaring September 17-23, 2023 as Constitution Week, was moved to Presentation D. New Business, Item C, 6th Avenue South Substation Property Exchange, was reordered to New Business A.

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

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

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Certificate of Appreciation presented to LWB Water Utilities employees for their performance during Hurricane Ian by Lisa M. Wilson-Davis, Operations & Regulatory Compliance Manager for the City of Boca Raton on behalf of the Florida Water & Wastewater Agency Response Network (FlaWARN) (2:36)
- B. Proclamation declaring September 30, 2023 as Arbor Day (9:27)
- C. Proclamation declaring September 15–October 25, 2023 as Hispanic Heritage Month (12:00)
- D. Proclamation declaring September 17–23, 2023 as Constitution Week (15:33)

COMMISSION LIAISON REPORTS AND COMMENTS: (17:50)

CITY MANAGER'S REPORT: (40:33)

City Manager Davis provided the following report:

- attended the NAPC (Neighborhood Association Presidents Council) meeting on September 9 to answer questions and share information
- encouraged the public to visit the city's museum to see the new exhibition
- attended gang awareness night
- attended the ribbon cutting at the Recovery HUB
- would attend the ICMA (International City/County Management Association) conference in Austin, Texas from September 29 – October 5
- announced that the first Business Advisory Board meeting would take place on September 21 in the City Hall Conference Room at 6 PM
- reported that five candidates for the Assistant City Manager position would be interviewed on Thursday

CITY ATTORNEY'S REPORT: (44:07)

City Attorney Torcivia provided the following report:

- announced that the legislature enacted a requirement that municipal elected officials would be required to fill out a Form 6 extensive financial reporting for those in office on January 1, 2024; there would be a presentation regarding the topic on the October 3 agenda
- the Palm Beach County Supervisor of Elections created an exception to allow for an additional qualifying period in early January for those municipalities with elected officials who resign after the qualifying period in 2023

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (46:06)

APPROVAL OF MINUTES: (1:11:27)

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

- A. Pre-agenda Work Session - August 11, 2023
- B. Special Meeting - August 15, 2023
- C. Regular Meeting - August 15, 2023
- D. Budget Work Session #4 - August 17, 2023
- E. Budget Work Session #5 - August 22, 2023

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (1:12:41)

- A. Fiscal Year 2024 State Aid to Libraries Grant Application
- B. Community Development Block Grant Project Agreement Amendment 002 for Harold Grimes Memorial Park Improvements Phase I
- C. (moved to Presentation D) Proclamation declaring September 17-23, 2023 as Constitution Week

- D. Eighth Amendment to Professional Services Agreement with Ben Few & Company, Inc.
- E. Sixth Amendment to the Agreement with Gallagher Bassett Services Inc. for Fiscal Year 2024
- F. Property and Casualty Insurance Services renewals with Brown & Brown Inc. and City insurance coverage for FY 2023-2024

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

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

PUBLIC HEARINGS:

- A. Ordinance 2023-10 - Second Reading - Amending the City's Comprehensive Plan, adding a new property rights element as required by F.S. 163.3177(6)(i) (1:12:51)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2023-10 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN, ADDING A NEW PROPERTY RIGHTS ELEMENT AS REQUIRED BY F.S. 163.3177(6)(i); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance 2023-10 amending the City's Comprehensive Plan, adding a new property rights element as required by F.S. 163.3177(6)(i).

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

- B. Ordinances 2023-17 & 2023-18 – Second Reading – A privately-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) for the project known as “Madison Terrace” located at 821 South Dixie Highway (1:13:26)

City Attorney Torcivia read the ordinances by title only.

ORDINANCE NO. 2023-18 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 TRANSIT ORIENTED DEVELOPMENT (TOD) FLU DESIGNATION ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE GENERALLY LOCATED AT 821 SOUTH DIXIE HIGHWAY, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Ordinance No. 2023-18, a privately-initiated Zoning Map amendment (rezoning) for the project known as “Madison Terrace” located at 821 South Dixie Highway.

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

ORDINANCE NO. 2023-17 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 TRANSIT ORIENTED DEVELOPMENT – EAST (TOD-E) ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE AT 821 SOUTH DIXIE HIGHWAY, 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 Stokes to approve Ordinance No. 2023-17, a privately-initiated small-scale Future Land Use Map (FLUM) amendment for the project known as “Madison Terrace” located at 821 South Dixie Highway. (2:18:38)

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

City Attorney Torcivia read the ordinance by title only.

C. Ordinance 2023-16 – Second Reading – Consideration of a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights for the project commonly referred to as “Madison Terrace” (1:15:39)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2023-16 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NW CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE SOUTH TO CONSTRUCT TWO, SIX-STORY MULTI-FAMILY BUILDINGS, CONTAINING A TOTAL OF 176 DWELLING UNITS AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT – EAST (TOD-E) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF TRANSIT ORIENTED DEVELOPMENT (TOD) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING A HEIGHT, DENSITY, AND INTENSITY BONUS INCENTIVE THROUGH THE CITY’S SUSTAINABLE BONUS

INCENTIVE PROGRAM, TRANSFER OF DEVELOPMENT RIGHTS PROGRAM, AND AFFORDABLE/WORKFORCE HOUSING PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A RESIDENTIAL PLANNED DEVELOPMENT; APPROVING A RIGHT-OF-WAY ABANDONMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Ordinance No. 2023-16, a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights for the project commonly referred to as “Madison Terrace”.

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

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

The meeting recessed at 7:32 PM and reconvened at 7:41 PM.

NEW BUSINESS:

A. (reordered from New Business C) 6th Avenue South Substation Property Exchange (1:39:04)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the 6th Avenue South Substation Property Exchange.

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

B. (reordered from New Business A) Contract with Oceanside Beach Services, Inc., for beach equipment rental concessions (1:55:44)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Contract with Oceanside Beach Services, Inc., for beach equipment rental concessions.

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

C. (reordered from New Business B) Consideration of an Unsolicited Offer to Purchase the City Owned, Vacant Lot at 1112 18th Avenue North (1:56:59)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Consideration of an Unsolicited Offer to Purchase the City Owned, Vacant Lot at 1112 18th Avenue North.

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

C. (reordered to New Business A) 6th Avenue South Substation Property Exchange

UPCOMING MEETINGS AND WORK SESSIONS:

September 26 @ 6 pm - Utility meeting
September 28 @ 6 pm - 2nd Budget Hearing
October 3 @ 6 pm - Regular meeting

ADJOURNMENT: (2:17:43)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 8:20 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved October 17, 2023

Item time stamps correspond to the video recording of the meeting on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – 2ND BUDGET HEARING
CITY HALL COMMISSION CHAMBER
THURSDAY, SEPTEMBER 28, 2023 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:40) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:59) led by Vice Mayor Christopher McVoy.

PUBLIC HEARINGS:

- A. Resolution No. 37-2023 – Second Public Hearing – Adopt the Fiscal Year 2023-2024 Final Millage Rate (1:31)

City Attorney Torcivia read the resolution by title.

RESOLUTION NO. 37-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH BEACH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Resolution No. 37-2023 – Adopt the Fiscal Year 2023-2024 Final Millage Rate.

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

- B. Resolution No. 38-2023 - Second Public Hearing - Adopt the Debt Service Rate (3:04)

City Attorney Torcivia read the resolution by title.

RESOLUTION NO. 38-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH BEACH, FLORIDA, FOR VOTER APPROVED DEBT SERVICE FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 38-2023 - Adopt the Debt Service Rate.

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

C. Resolution No. 39-2023 – Second Public Hearing - Adopt the fiscal year 2023-2024 final City budget (3:52)

City Attorney Torcivia read the resolution by title.

RESOLUTION NO. 39-2023, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR THE EFFECTIVE DATE THEREOF

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Resolution No. 39-2023 - Adopt the fiscal year 2023-2024 final City budget.

Action: Consensus to schedule a budget work session to discuss possible budget amendments in the near future.

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

ADJOURNMENT: (48:40)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes at 6:52 PM.

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

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: October 17, 2023

Item time stamps correspond to the recording of the meeting on YouTube.

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 17, 2023

DEPARTMENT: Leisure Services

TITLE:

Fiscal Year 2024 Justice Assistance Grant Agreement

SUMMARY:

The City has been awarded \$36,560 in grant funding by the Bureau of Justice Assistance under the Fiscal Year 2024 Justice Assistance Grant program. The City has been approved to utilize the funding to support the Literacy Program Specialist position to provide general management, oversight and coordination of the City's out-of-school literacy, prevention and education programs for at-risk youth and their families to be conducted at the City's Public Library and in the community.

BACKGROUND AND JUSTIFICATION:

The Department of Justice, Bureau of Justice Assistance (BJA) has recently notified the City of its award of grant funding under the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) funding under the Local JAG solicitation in the amount of \$36,560. These funds are made available to the City for eligible local initiatives and activities that include law enforcement, programs, prosecution and court programs, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation and technology programs, and crime victim and witness programs. The term of the award is from October 1, 2023 through September 30, 2027.

Specifically, the City proposes to use this allocation of Fiscal Year 2024 JAG program funding for the continued support of the Literacy Program Specialist position. This full-time position is fully grant funded and is responsible for general management, oversight and coordination of the out-of-school literacy, prevention and out-of-school programs offered at the City's public library, as well as in the community. This is an eligible prevention and education program under the JAG program guidelines.

The Agreement is to be accepted by the City through the Justice Grants System portal. The City Manager is designated as the Authorized Representative for the City.

The JAG program guidelines allow the City to submit a Grant Adjustment Modification (GAM) request to change the scope of the project if it becomes necessary to re-purpose the use of these funds after they have been awarded. The revised project scope proposed in the GAM can redirect the JAG award funding to support any of the aforementioned eligible uses.

MOTION:

Move to approve/disapprove the acceptance of the City's Fiscal Year 2024 Justice Assistance Grant award of \$36,560 by the City Manager through the Justice Grants System

ATTACHMENT(S):

Fiscal Impact Analysis
FY 2024 JAG Application

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	36,560	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	36,560	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Leisure Services	Leisure Services
Division	Library	Library
GL Description		
GL Account Number		
Project Number	TBD	TBD
Requested Funds	\$36,560	\$36,560
Remaining Balance	N/A	

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	
Division	
GL Description	
GL Account Number	
Project Number	
Requested Funds	
Remaining Balance	
Source of Revenue (i.e. Paygo, Current Revenue, Bond Money, Grants, etc.)	

PROGRAM ABSTRACT

Applicant Name: City of Lake Worth Beach

Title of Project: Out-of-School Programs Coordinator – Literacy Program Specialist

Purpose of the Project:

The project entails the implementation of the on-site Literacy Program Specialist position to provide general oversight, management and coordination of the out-of-school programs for “at-risk” youth that will be conducted at the City’s public library and in the community. Funding this position will provide for the inclusion of a literacy component in these programs. It will further serve to foster relationships with community non-profit and member organizations that provide essential services and educational opportunities for residents of the community.

Goals of the Project:

- This project is intended to reduce and prevent violent and gang-related crime by encouraging positive behavioral principles in participating youth.
- This project will serve to strengthen the links between the criminal justice system and community, to promote partnerships among national, state and local non-profit agencies, and to encourage the development of problem-solving strategies for crime prevention.
- The services of the Literacy Program Specialist will be utilized to provide general oversight, management and coordination of out-of-school activities for at-risk youth centered at the City’s municipal public library and in the community.

Strategies: This project will follow the OJJDP Comprehensive Gang Model strategy as follows:

- Provide safe Haven for youth;
- Outreach and gang prevention activities for at-risk youth;
- Tutoring, mentoring and recreational activities for at-risk youth;
- Life skills and educational programs for at-risk youth in data driven targeted areas; and
- Maintaining and developing partnerships with governmental departments and agencies at the federal, state and local levels, social service agencies, community organizations, private sector businesses and community residents.

JAG Project Identifiers: The following JAG Project identifiers associated project activities have been identified:

- After school programming
- Crime prevention
- Mentoring
- Counseling
- Prevention – delinquency
- Prevention – substance abuse
- Literacy
- Drug endangered children

PROGRAM NARRATIVE

Historical Perspective

Beginning in 2004, Palm Beach County experienced a series of high-profile homicides involving youth which led to the perception that the County was in the midst of a violent crime epidemic. In response, the Palm Beach County Board of County Commissioners and the Palm Beach District School Board jointly requested that the Palm Beach County Criminal Justice Commission initiate a study to determine if the perception of a crime epidemic was indeed factual. Subsequently, the Palm Beach County Criminal Justice Commission established a research partnership with the Florida State University Center for Criminology and Public Policy to determine the extent of violence in Palm Beach County, identify the element contributing most to this problem, and locate the centers of violence in the County.

The study assessed the County's historical trends in the levels of violent crime, gun-related crime and murder. The study found that while the County's overall crime rate had declined during the period from 1990 through 2005, violent crime and murders, including incidents involving firearms, had significant increases. According to the Federal Bureau of Investigation, the incidence of murder in Palm Beach County had taken a significant upward turn from forty-four (44) murders in 2002 to ninety-six (96) murders in 2007. Sixty percent (60%) of these murders were determined to be gang-related. With eleven (11) of these murders occurring within its municipal boundaries, the City of Lake Worth Beach trailed only Riviera Beach and West Palm Beach, with thirteen (13) and twelve (12), respectively.

The study further found that violent crime offenders in Palm Beach County were most often adolescents and young adults between the ages of fifteen (15) and twenty-four (24) years of age. It was further determined that most of the violent crime and murders could be attributed to gang activity involving young adults between the ages of twenty (20) and twenty-four (24). A majority of homicide victims were in the same age range, lending further evidence of a link to gang activity.

In response, the Palm Beach County Criminal Justice Commission initiated evidence based and data driven strategies to prevent and reduce violent crimes. One of these strategies is the Youth Violence Prevention Project, which is modeled after the Office of Juvenile Justice and Delinquency Prevention Comprehensive Gang Model to prevent and reduce violent and other gang-related crime. This strategy involves outreach to high-risk youth in targeted areas for participation in an alternative, socially positive format at designated Youth Empowerment Centers for twelve (12) months.

City of Lake Worth Beach Youth Empowerment Centers

The City's initial Youth Empowerment Center was established at the Osborne Community Center in 2009, with funding provided by the Palm Beach County Criminal Justice Commission. A second Youth Empowerment Center was later established at the City's Wimbley Gymnasium with funding from both the Criminal Justice Commission and the Fiscal Year 2009 Justice Assistance Grant (JAG) Program. Subsequent funding from the JAG Program has been used to support City staff at these Centers, in partnership with other agencies, in providing after-school programs and activities for at-risk teenage youth, ranging in age from ten (10) to seventeen (17). These programs are designed to reduce delinquency, gang activity and other anti-social behaviors, and increase positive outcomes for participating youth, including consistent participation for twelve (12) months. In the long term, recruited youth will remain crime, gang and violence free for a minimum of twelve (12) months after discharge from the program.

Activities provided at the Youth Empowerment Centers include employment services, employment training, classes in a variety of subjects, recreational activities, character building, substance abuse prevention, tutoring, mentoring, a computer lab, gang prevention outreach and educational opportunities designed to create environments where learning is fun and school attendance is the norm. The activities offered at each site are determined by their respective Teen Councils. The overall project at both Youth Empowerment Centers is coordinated by a Steering Committee with involvement of elected officials, community stakeholders, law enforcement personnel and crime prevention experts. A minimum of ten (10) Law Enforcement Workgroup meetings are conducted annually to improve planning and coordination of gang prevention and suppression.

The cornerstone of the City's Youth Empowerment Centers is the implementation of interest-based programs and pro-social activities in a socially positive interaction format to provide positive developmental experiences for participating youth. There are multiple programs offered weekly from which participant youth can select. All programs are designed to promote self confidence and interpersonal relationship development.

The City's Youth Empowerment Centers provide a safe environment for youth/adult relationships to develop. Significant adult support and guidance is provided for participating youth, as well as individual case management by the City's Recreation Leader.

Accomplishments FY 2006 – FY 2020

According to data provided by the Palm Beach County Criminal Justice Commission and Florida Department of Law Enforcement, all youth participating in the afterschool education and crime

prevention programs conducted at the City's Youth Empowerment Centers during this period of time reside in zip code 33460, one of the critical Office of Juvenile Justice referral zip codes. A strong correlation has been demonstrated between longevity and frequency of participation in these structured programs to reducing youth violence as nearly 97% of the youth served during this time have not been arrested or rearrested after 12 months post participation.

Individual case management has been provided by the City's Recreation Leader to youth deemed to be most "at-risk". In addition to crime prevention measures, these youth are provided with after-school education programs designed to assist with study habits, school attendance and dealing with behavioral issues. The City's Recreation Leader typically mentors between five and ten students during the program year. Results have been consistently positive with nearly all students realizing an increase on average of one grade point. Truancy and behavioral issues – both in school and out of school - have markedly decreased with these students as well.

The City's Recreation Leader provides general management, coordination and oversight of the various out-of-school programs offered at the City's Youth Empowerment Centers. Due to budget cuts in October 2019 that reduced the number of Recreation Division support staff, the focus of the Recreation Leader centered on providing tutorial assistance to those youth in need rather than individual case management as in the past. All of the youth receiving this assistance are considered to be "at-risk" as they attend Title I schools, qualify for free or reduced-price breakfast and lunch, and reside in the City's Community Development Block Grant Target Area and Community Redevelopment District. These areas are comprised of an 79.2% low- to moderate income population.

All activities were suspended in mid-March 2020 when social distancing requirements went into effect as a result of the COVID-19 pandemic outbreak. In addition to the daily after-school programs, all recreational events were cancelled. Activities were subsequently provided via virtual sessions.

The City has submitted a change of scope GAM to implement the Literacy Program Specialist position that has been approved by DOJ. The Literacy Program Specialist will provide general management, oversight and coordination of the out-of-school education, literacy and prevention programs for "at-risk" youth that are to be conducted at the City's public library. Specifically, the Literacy Program Specialist will plan and conduct programs with the general public and with the consortium of Library Partners. These partner organizations include For the Children, Bridges, Head Start, Healthier Lake Worth Beach, Literacy Coalition, Adopt-a-Family, Farmworkers Council, Palm Beach Sheriff Office, and the Early Learning Council of Palm Beach County.

FY 2021, FY 2022 and FY 2023 Justice Assistance Grants – Focus on Literacy

This application is requesting Fiscal Year 2023 Justice Assistance Grant Program funding for the purpose of continuing the on-site Literacy Program Specialist position to provide general oversight, management and coordination of the out-of-school programs at the City's public library that is also utilizing funding from the FY 2021 and FY 2022 JAG awards. As previously noted, these activities will continue to be modeled after the Office of Juvenile Justice and Delinquency Prevention Comprehensive Gang Model to prevent and reduce violent and other gang-related crime. Specifically, these programs are designed for the following purpose areas:

- Provide well-organized educational programs that will foster learning, social and emotional growth and cognitive development;
- Provide age appropriate literacy and educational programs and services that will enhance and reinforce skills being taught in school;
- Promote participants' independence, self-esteem and mutual respect of ethnic and cultural diversity within the community;
- Aid in the prevention of juvenile delinquency, school dropout, gang-related involvement, and alcohol and drug abuse; and
- Promote active parent involvement.

The expected outcomes as a result of these programs include the following:

- Decreased rate of "latchkey" children in targeted areas of the City of Lake Worth Beach;
- Development of interest, skills and knowledge in a variety of areas;
- Demonstrated increase in school learning as measured by participants' report cards, reduction in school referral reports, test scores and program attendance;
- Demonstrated increase in leadership and social skills among participants; and
- Increased community involvement in program planning and implementation.

Specifically, the Literacy Program Specialist will plan and conduct programs with the general public and with the consortium of Library Partners. These partner organizations include For the Children, Bridges, HeadStart, Healthier Lake Worth Beach, Literacy Coalition, Adopt a Family,

Farmworkers Council, Palm Beach Sheriff Office (PBSO), and the Early Learning Coalition of Palm Beach County.

Planned literacy and educational programs include Storytime, Books and Bubbles, Table Talk, BiblioArte, Summer Reading Program, Reader's Theater, and Literacy City. In addition, officers and staff from PBSO will be involved in various after-school crime prevention programs with participating youth.

All programs are individually designed to meet the needs and interest level of the participants. The educational and literacy programs have the goal introducing reading, books, instilling literacy, and presenting the Library as a means to enjoy a higher quality of life and wider opportunities for these disadvantaged and "at-risk" youth. The crime prevention programs conducted in the community will stress respect for others and how to properly conduct oneself in a societal structure.

The City's public library has recently been remodeled to provide additional space to accommodate the proposed out-of-school educational and prevention programs for the City's "at-risk" youth. Additional computers have been installed that provide a better environment for conducting these programs than was the case in previous years. In addition, these programs will be conducted in the community to accommodate "at-risk" youth that are not able to participate at the library.

BUDGET NARRATIVE

Overview

The City of Lake Worth Beach, Florida currently has financial and auditing policies and procedures in place to keep all grant funds separated.

Once notice of a grant award is received, the City Commission is required to accept the award by majority vote. If the appropriation is approved by the City Commission, the City's Financial Services Department will establish a separate grant account whereby the funds will be properly monitored and tracked. There will be no comingling of funds.

As has been the case with previous Justice Assistance Grant Program awards, a line item budget will be established for these grant funds. Oversight of these and all other grant funds will be provided on a regular basis by the City's Financial Services Department and Internal Auditor.

Activity Budget Narrative

The City of Lake Worth Beach is responsible for the general oversight and maintenance of the City's public library. The formula allocation of \$36,560 in Fiscal Year 2023 Justice Assistance Grant (JAG) Program funds the City for which is applying will be used to implement the Literacy Program Specialist position that will provide general management, coordination and oversight of the afterschool literacy, education and crime prevention programs offered at the City's public library and in the community

Specifically, the City's Literacy Program Specialist will be responsible for implementation of the JAG Program goals and objectives, including general management, oversight and coordination of "at-risk" youth participating in the out-of-school programs conducted at the public library and in the community. The Literacy Program Specialist will plan and conduct programs with the general public and with the consortium of Library Partners.

To be effective in delivering these programs to participating youth and producing desired program outcomes, it is necessary for the City's Leisure Services Department to implement the services of this on-site position through its Library Division. As previously described, the Literacy Program Specialist will be responsible for the on-going coordination of the daily operation of these out-of-school programs at the City's public library and in the community, and for providing oversight and management of at-risk youth participating in these structured programs. These JAG Program funds will allow the City to implement this critical position for the effective management of these programs that cannot be otherwise provided by the Leisure Services Department.

Compensation for these services will be provided as follows:

Name	Position	Weekly Rate	% Time	Length of Time	Estimated Cost
Olivia Simkus	Literacy Program Specialist	\$753.12	100%	32 weeks	\$24,100

The Literacy Program Specialist is a full-time position with a projected annual salary of \$39,163.00. It is projected that the City will be utilizing funding from the FY 2023 JAG award during the second year of the award. The award funding is estimated to be sufficient to pay the salary for this position for thirty-two (32) weeks.

Prior to this, the City intends to utilize FY 2021 and FY 2022 JAG funds that have been awarded for this purpose. Fiscal Year 2022 JAG funds will be utilized for this purpose after all FY 2021 funds have been expended.

Fringe benefits for this position will be utilized as follows:

Fringe Benefits	Benefit Calculation
FICA	7.65%
Retirement	20.55%
Health, Life, Disability and Dental Insurance	23.5%
Total Fringe	51.7%

Position	Estimated Direct Cost	Fringe Rate	Estimated Fringe Benefit Cost
Literacy Program Specialist	\$24,100.00 (32 weeks)	51.7%	\$12,460.00 (32 weeks)

The cost of fringe benefits for the Literacy Program Specialist position is estimated at 51.7% of the salary for this full-time position. Coverage includes FICA, retirement and health, life, disability and dental insurance for the Literacy Program Specialist. Funding from this JAG award is estimated to be sufficient for thirty-two (32) weeks.



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: **City of Lake Worth Beach**
 Street1: **7 North Dixie Highway**
 Street2:
 City: **Lake Worth Beach**
 State: **FL**
 Zip Code: **33460**

2. Authorized Representative's Name and Title:

Prefix: **Ms.** First Name: **Carmen** Middle Name: **Y.**
 Last Name: **Davis** Suffix:
 Title: **City Manager**

3. Phone: **561.586.1689** 4. Fax: **561.586.1750**

5. Email: **cdavis@lakeworthbeachfl.gov**

6. Year Established: 1913	7. Employer Identification Number (EIN): 596000358	8. Unique Entity Identifier (UEI) Number: GKQ1QGJPEVC7
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9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Financial Statement Audit

Defense Contract Agency Audit (DCAA)

Other Audit & Agency (list type of audit):

None (if none, skip to question 13)

11. Most Recent Audit Report Issued: Within the last 12 months Within the last 2 years Over 2 years ago N/A

Name of Audit Agency/Firm: **RSM US LLP**

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

Unqualified Opinion Qualified Opinion Disclaimer, Going Concern or Adverse Opinions N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 0

Enter the dollar amount of questioned costs (if none, enter "\$0"): 0

Were material weaknesses noted in the report or opinion? Yes No

13. Which of the following best describes the applicant entity's accounting system:

Manual Automated Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes No Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes No Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes No Not Sure



<p>17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
<p>20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
TRAVEL POLICY	
<p>24. Does the applicant entity:</p> <p>(a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) adhere to the Federal Travel Regulation (FTR)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
SUBRECIPIENT MANAGEMENT AND MONITORING	
<p>25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p> <p><input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

- Yes No Not Sure
 N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

- Yes No Not Sure
 N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

- Yes No Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[Redacted]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[Redacted]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

(d) Reason for "high risk" status, as set out by the federal agency:

[Redacted]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Yannick Ngendahayo

Date: 2023-7-25

Title: Executive Director Chief Financial Officer Chairman

Other:

[Redacted]

Phone: 561.533.7309



OFFICE OF THE CITY MANAGER
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

DISCLOSURE

The City of Lake Worth Beach, Florida does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.



7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE? **No.**
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1? **No.**
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy or practice complies with Section 1373.

N/A

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.


Signature of Chief Executive of the Applicant Unit of
Local Government

BETTY RESCH
Printed Name of Chief Executive

CITY OF LAKE WORTH BEACH
Name of Applicant Unit of Local Government

9/22/23
Date of Certification

MAYOR
Title of Chief Executive

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 17, 2023

DEPARTMENT: City Attorney

TITLE:

Settlement of personal injury lawsuit *N. D'Angelo v. City of Lake Worth Beach*

SUMMARY:

The proposed settlement for \$125,000 seeks to resolve the personal injury lawsuit of *N. D'Angelo v. City of Lake Worth Beach* (15th Judicial Circuit Case No. 502022CA008615XXXMB).

BACKGROUND AND JUSTIFICATION:

This personal injury case allegedly arose out of Plaintiff's fall from his skateboard as he was skateboarding through the crosswalk at or near the intersection of Lake Avenue and K Street on October 10, 2020 at approximately 7 p.m. Plaintiff alleges that he was traveling north on K Street when one of the front wheels of his skateboard struck a hole caused by a missing/broken paver, stopping his forward momentum, and causing him to fall to the ground.

As a result of the fall, Plaintiff allegedly suffered a fractured right tibia/fibula with surgical repair and hardware implantation. The total medical bills incurred by Plaintiff were approximately \$105,000. Plaintiff continues to have ongoing pain believed to be related to the hardware. As such, his treating orthopedist has recommended removal of the painful hardware with a global cost of approximately \$17,000. The City's outside counsel and Asst. City Attorney attended mediation in the case, which resulted in an impasse. After further discussions with Plaintiff's attorney, the parties tentatively agreed to a settlement amount of \$125,000 contingent upon City Commission approval. The Plaintiff will provide a release of the City in exchange for the settlement amount.

MOTION:

Move to approve/disapprove the settlement for \$125,000 to resolve the personal injury lawsuit of *N. D'Angelo v. City of Lake Worth Beach* (15th Judicial Circuit Case No. 502022CA008615XXXMB).

ATTACHMENT(S):

Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	125,000	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	125,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		
Remaining Balance	N/A	

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Human Resources
Division	Risk
GL Description	Insurance/Deduct/Non-Covered Losses
GL Account Number	520-1331-513.45-60
Project Number	N/A
Requested Funds	125,000
Remaining Balance	17,340
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 17, 2023

DEPARTMENT: Information Technology

TITLE:

Interlocal Agreement with Palm Beach County to increase the bandwidth of the City's internet access

SUMMARY:

The Interlocal Agreement with Palm Beach County will provide the needed increase in performance of the City's internet access.

BACKGROUND AND JUSTIFICATION:

In May 2011, the City entered into an Interlocal Agreement with Palm Beach County (PBC) to provide high speed internet access. In November 2018, the City entered into a new agreement to provide bandwidth speed of 1GB/sec. Over time, the demand for high-speed internet access has increased. To continue to provide acceptable performance and provide for new demands for internet bandwidth, the City needs to increase its available internet bandwidth.

The Information Technology Department is requesting to increase the available internet bandwidth to 6GB/sec. This increase will provide available bandwidth for current and new demands, and provide bandwidth for future growth increases for the foreseeable future.

MOTION:

Move to approve/disapprove the Interlocal Agreement with Palm Beach County to increase the bandwidth of the City's internet access.

ATTACHMENT(S):

Fiscal Impact Analysis
Interlocal Agreement
Exhibit A – Services Covered

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$22,200	\$22,200	\$22,200	\$22,200	\$22,200
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Information Technology
Division	
GL Description	Communication/Freight Srv / Telephone
GL Account Number	510-1520-519.41-10
Project Number	
Requested Funds	\$22,200.00
Remaining Balance	\$373,680.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Internal Service Funds

Agreement with Palm Beach County and the City of Lake Worth Beach

Re: Palm Beach County ISS Services

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of _____, 2023, by and between the City of Lake Worth Beach (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2018-2035, dated December 18, 2018.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

WHEREAS, the LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT to obtain IT services (“IT”) for the purpose of gaining access to IT resources at a cost savings due to the ability of COUNTY to leverage its resources for the greater good of citizens of COUNTY, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the LOCAL GOVERNMENT and the COUNTY desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is to provide IT services to the LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

Agreement with Palm Beach County and the City of Lake Worth Beach

Re: Palm Beach County ISS Services

Section 2 Approval

The COUNTY approves of the LOCAL GOVERNMENT's participation in the use of the COUNTY's IT resources and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineates the services to be provided to the LOCAL GOVERNMENT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided in Section 6 herein, is for a period of one (1) year with four (4) automatic one year renewals. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The LOCAL GOVERNMENT shall not share or resell any portion of the COUNTY's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination

COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' notice to LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for lack of funding, cause or convenience upon thirty (30) days' notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Agreement with Palm Beach County and the City of Lake Worth Beach

Re: Palm Beach County ISS Services

Section 7 Indemnification and Hold Harmless

The LOCAL GOVERNMENT shall indemnify, defend and hold harmless COUNTY, its agents, employees and elected officers against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising out of the acts or omissions of the LOCAL GOVERNMENT. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute. Further, nothing in this Agreement shall be construed as a requirement for the LOCAL GOVERNMENT to indemnify or insure the COUNTY for the COUNTY's negligence or assume any liability for the COUNTY's negligence.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Damage Caused by Disasters

Should the COUNTY's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the COUNTY, unless the governing bodies of both the LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).

Section 9 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

Agreement with Palm Beach County and the City of Lake Worth Beach

Re: Palm Beach County ISS Services

To: City of Lake Worth Beach
Melissa Ann Coyne, City Clerk
7 North Dixie Highway
Lake Worth Beach, FL 33460
(Telephone: 561-586-1662)

With a copy to: City of Lake Worth Beach
Carmen Y. Davis, City Manager
7 North Dixie Highway
Lake Worth Beach, FL 33460
(Telephone: 561-586-1689)

With a copy to: Office of the City Attorney
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460

To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Archie Satchell, Information Systems Services CIO
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2823)

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 10 **Entire Agreement**

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

Section 11 **Choice of Law and Venue**

Agreement with Palm Beach County and the City of Lake Worth Beach

Re: Palm Beach County ISS Services

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

Section 12 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 13 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 14 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

Section 15 Public Records

Each party to this Agreement is a public entity subject to public records laws, including Chapter 119, Florida Statutes, and agrees to comply with the requirements thereof.

Section 16 Access and Audits

The LOCAL GOVERNMENT shall maintain records relating to this Agreement for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at any of the LOCAL GOVERNMENT'S places of business.

Section 17 Inspector General

Agreement with Palm Beach County and the City of Lake Worth Beach

Re: Palm Beach County ISS Services

Palm Beach County has established the Office of the 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 COUNTY contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the LOCAL GOVERNMENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 18 **Regulations, Licensing Requirements**

The LOCAL GOVERNMENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The LOCAL GOVERNMENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 19 **No Third Party Beneficiary**

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 citizen or recipient, or official, employee, or volunteer of either party.

Section 20 **No Agency**

Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

Section 21 **No Assignability**

Agreement with Palm Beach County and the City of Lake Worth Beach

Re: Palm Beach County ISS Services

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by LOCAL GOVERNMENT, without the prior written consent of the COUNTY.

Section 22 Amendments

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 23 Waiver

If the COUNTY shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

Section 24 Continuing Obligations

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Section 25 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.

Section 26 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term

Agreement with Palm Beach County and the City of Lake Worth Beach

Re: Palm Beach County ISS Services

and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 27 Scrutinized Companies

Each party hereto shall ensure its affiliates, suppliers, subcontractors and consultants comply with the requirements of F.S. 287.135.

Section 28 Public Entity Crimes

Each party hereto shall ensure its affiliates, suppliers, subcontractors and consultants comply with the requirements of F.S. 287.132-133.

Section 29 Counterparts

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. LOCAL GOVERNMENT shall execute by manual means only, unless the COUNTY provides otherwise.

Section 30 E-Verify – Employment Eligibility

Each party hereto shall ensure its affiliates, suppliers, subcontractors and consultants comply with the requirements of F.S. 448.095.

----- Balance of page left intentionally blank -----

Agreement with Palm Beach County and the City of Lake Worth Beach

Re: Palm Beach County ISS Services

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

PALM BEACH COUNTY

Joseph Abruzzo, Clerk & Comptroller

**Palm Beach County, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

(SEAL)

**APPROVED AS TO LEGAL
SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Archie Satchell, CIO, ISS

LAKE WORTH BEACH

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY**

By: _____
Glen J. Torcivia, City Attorney

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

EXHIBIT A

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on May 17, 2011.

Section A: General Requirements for Network Services

Network services must be approved by both the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The COUNTY shall provide the LOCAL GOVERNMENT with access to the COUNTY's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The COUNTY shall be responsible for the routine, day-to-day management of the COUNTY network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The COUNTY shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve COUNTY facilities. The COUNTY shall also maintain auxiliary portions of the network which service both COUNTY and LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT shall maintain that portion of its own network which exclusively serves its facilities.

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the LOCAL GOVERNMENT.

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

Should the COUNTY perform repair and maintenance functions on behalf of the LOCAL GOVERNMENT, it is with the understanding that the COUNTY's responsibility extends only to the LOCAL GOVERNMENT "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT's buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on LOCAL GOVERNMENT owned electronics or other equipment.

The COUNTY shall provide maintenance to COUNTY owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The COUNTY shall abide by agreed upon security requirements of the LOCAL GOVERNMENT. In the event that an outside contractor is needed, the COUNTY shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The COUNTY, as represented by the COUNTY, shall own all of its network equipment and assets. The LOCAL GOVERNMENT shall continue to maintain ownership of its current network assets. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the COUNTY. Notwithstanding the foregoing, the COUNTY agrees to use its best efforts to keep pace with technological changes.

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

Section D: Network Connection

The LOCAL GOVERNMENT will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The LOCAL GOVERNMENT shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the LOCAL GOVERNMENT proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the COUNTY at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the LOCAL GOVERNMENT require the network to be upgraded, the LOCAL GOVERNMENT shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the COUNTY to participate in a cost-sharing arrangement for the modification.

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY. The COUNTY agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the LOCAL GOVERNMENT or the COUNTY enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the COUNTY for review and approval. The parties however agree to comply with network security provisions.

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

Section F: Network Interferences

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the LOCAL GOVERNMENT or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the COUNTY through the COUNTY will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the COUNTY router port that feeds the LOCAL GOVERNMENT network router connection;

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. LOCAL GOVERNMENT Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for LOCAL GOVERNMENT owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.
7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

The LOCAL GOVERNMENT will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from LOCAL GOVERNMENT owned network property.

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall be responsible for all reasonable costs associated with requested changes to network services approved by the COUNTY, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each LOCAL GOVERNMENT owned building (if required):

- an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the LOCAL GOVERNMENT's site.

The LOCAL GOVERNMENT shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and

11. promptly paying for the COUNTY's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

Section J: Availability of COUNTY Network Services

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY network on a best-effort basis. The COUNTY's goal will be to provide 99.9% availability. The COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the LOCAL GOVERNMENT.

In the event that Network availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the LOCAL GOVERNMENT is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal

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Re: Palm Beach County Network Services

business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

April Warren, Senior Manager
561-355-6777 (office)
561-358-5783 (cell)
amwarren@pbcgov.org

Michael Butler, Director of ISS Network Services
561-355-4601 (office)
561-722-0850 (cell)
mbutler@pbcgov.org

Archie Satchell, Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)
asatchell@pbcgov.org

LOCAL GOVERNMENT Information Services

Nelly Peralta, Information Technology Director
561-533-7342
nperalta@lakeworthbeachfl.gov

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

Brenton Farr, Information Technology Manager
 561-586-1688
bfarr@lakeworthbeachfl.gov

Section N: Fees and Charges for Network Connectivity and Related Services

The COUNTY will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the LOCAL GOVERNMENT’s building. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under “Installation Charges”.

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Annual Charges <i>(excl. Install)</i>
City Hall 7 N Dixie Hwy, Lake Worth Beach, FL 33460	8/22/2023	6G	\$0	\$1,800	\$50	\$22,200
TOTALS			\$0	\$1,800	\$50	\$22,200
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see Sub-section N1. - Cost Components below).</p> <p><u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.</p>						

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

N2. Billing and Payment

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY. Payment will be made in accordance with the LOCAL GOVERNMENT Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Annual Review of Fees and Charges

The COUNTY reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section P: Additional IT Services

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Appendix 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The LOCAL GOVERNMENT is responsible for all

Agreement with Palm Beach County and the CITY OF LAKE WORTH BEACH

Re: Palm Beach County Network Services

associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to fully reimburse the COUNTY for all costs associated with the rendering of the COUNTY staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 17, 2023

DEPARTMENT: Information Technology

TITLE:

Microsoft Enterprise Agreement Contract Renewal

SUMMARY:

Approve and authorize signature for the renewal of a three-year enterprise agreement between Microsoft Corporation and the City of Lake Worth Beach for Microsoft Office 365, SQL software licensing, Visio Pro licensing, and Microsoft Azure Subscription for cloud backup, through CDW-Government, supplier for Microsoft Software under State of Florida contract number 43230000-NASPO-23-ACS-SVAR.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach is currently using Office 365 for word processing, spreadsheets, databases, and general automation, Visio Pro used to conceptualize ideas visually, Office 365 and Exchange Server for email services, SQL for database server services and Microsoft Azure for cloud backup.

The renewal of our enterprise agreement guarantees the maintenance of our current licenses through software assurance which provides 24x7 support, the latest software releases, deployment planning services, enhanced technical capabilities, end-user and technical training, and home use. Furthermore, it will continue to help standardize IT and simplify license management.

Annual cost for the EAL of Office 365, Exchange Server, Visio Pro and SQL is \$92,736.41 excluding additional license purchases required to remain in compliance, estimated additional cost \$10,000 per year. The cost for Microsoft Azure subscription is based on the amount of storage used and, therefore, varies. The estimated Azure cost for FY 2024 is \$42,000, FY 2025 is \$45,000 and FY 2026 is \$48,000.

MOTION:

Move to approve/disapprove the renewal of a three-year agreement with Microsoft Corporation for an amount not to exceed \$443,209.23.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement FY2023-FY2025 including various forms
Quote

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$144,736.41	\$147,736.41	\$150,736.41	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Information Technology
Division	
GL Description	Operating Supplies / Computer Software
GL Account Number	510-1520-519.52-65
Project Number	N/A
Requested Funds	\$144,736.41
Remaining Balance	\$767,588.59
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenues

Program Signature Form

MBA/MBSA number

5-0000010651055_1

Agreement number

5854775

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 (New)
Product Selection Form	2426842.007 (PSF)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Lake Worth Beach Signature* Printed First and Last Name* Printed Title Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	46530301	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	77495388		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Lake Worth Beach

Contact name* First Nelly Last Peralta

Contact email address* nperalta@lakeworthbeachfl.gov

Street address* 7 North Dixie Hwy

City* Lake Worth Beach

State* FL

Postal code* 33460-3725-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 561-533-7342

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Nelly Last Peralta
Contact email address* nperalta@lakeworthbeachfl.gov
Street address* 7 North Dixie Hwy
City* Lake Worth Beach
State* FL
Postal code* 33460-3725-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 561-533-7342

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Brenton Last Farr
Contact email address* bfarr@lakeworthbeachfl.gov
Phone* 5615861688

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

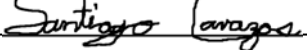
** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.
Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave.
City* Vernon Hills
State* IL
Postal code* 60061-1577
Country* United States
Contact name* Brent Cameron
Phone* 847.371.6090
Contact email address* brencam@cdw.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* 
Printed name* Santiago Cavazos
Printed title* Software Contract Specialist
Date* 10/17/2023

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Physically Submitted

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Lake Worth Beach

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	77495388	X	X

Amendment to Contract Documents

Enrollment Number

5-0000010651055_1

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-11894	O365 G3 GCC Sub Per User	46	204
MQM-00001	Azure Active Directory Premium P1 GCC Sub Per User	306	19
3MS-00001	Exchange Online P1 GCC Sub Per User	80	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	250

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Proposal ID

2426842.007

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	250	250	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G3 GCC	250

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	250	250	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



CDW Government, LLC
 Microsoft Enterprise 6.6 Agreement Pricing

Date 9/25/23
 Account Manager John Vrablik

**Enterprise Quote
 for**

VSL Specialist Brent Cameron
 Channel Price Sheet Month Aug.

City of Lake Worth Beach (9CBC5919)

Unless otherwise noted, All Quotes expire upon current month's end

EA Quote
 Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
MQM-00001	Azure Active Directory Premium P1 GCC Sub Per User	D	325	\$56.57	\$ 18,385.25	\$ 56.57	\$ 18,385.25	\$ 56.57	\$ 18,385.25
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	D	1	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -
3MS-00001	Exchange Online P1 GCC Sub Per User	D	80	\$37.67	\$ 3,013.60	\$ 37.67	\$ 3,013.60	\$ 37.67	\$ 3,013.60
395-02504	Exchange Server Ent ALng SA	D	1	\$755.62	\$ 755.62	\$ 755.62	\$ 755.62	\$ 755.62	\$ 755.62
AAA-11894	O365 G3 GCC Sub Per User	D	250	\$255.02	\$ 63,755.00	\$ 255.02	\$ 63,755.00	\$ 255.02	\$ 63,755.00
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	4	\$668.81	\$ 2,675.24	\$ 668.81	\$ 2,675.24	\$ 668.81	\$ 2,675.24
D87-01159	Visio Professional ALng SA	D	10	\$114.03	\$ 1,140.30	\$ 114.03	\$ 1,140.30	\$ 114.03	\$ 1,140.30
9EA-00278	Win Server DC Core ALng SA 2L	D	20	\$130.54	\$ 2,610.80	\$ 130.54	\$ 2,610.80	\$ 130.54	\$ 2,610.80
9EM-00270	Win Server Standard Core ALng SA 2L	D	20	\$20.03	\$ 400.60	\$ 20.03	\$ 400.60	\$ 20.03	\$ 400.60

Year 1 Total \$ 92,736.41 Year 2 Total \$ 92,736.41 Year 3 Total \$ 92,736.41

Three Year Total \$ 278,209.23

Notes

No Tax Referenced
 Sourcewell 081419-CDW Tech Catalog - Software 081419-CDW
 Current Enrollment# 77495388
 Agreement End Date: 10/31/2023

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, The history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, The contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, Their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President Bush in August 1990, designating the month of November as National American Indian Heritage Month.

NOW, THEREFORE, I, BETTY RESCH, Mayor of the City of Lake Worth Beach, Florida by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

NOVEMBER 2023

as

NATIONAL AMERICAN INDIAN HERITAGE MONTH

and urge all residents to observe this month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 17th day of October, 2023.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 17, 2023

DEPARTMENT: Public Works

TITLE:

Contract with GT Supplies for the repair and maintenance of City Solid Waste dumpsters and roll-off containers

SUMMARY:

The contract with GT Supplies authorizes the vendor to perform repair and maintenance services for the Solid Waste Division dumpster and roll-off container assets.

BACKGROUND AND JUSTIFICATION:

The City's Solid Waste Division is actively engaged in the collection of commercial trash and garbage material by way of steel dumpsters and roll-off containers (roll-offs for City internal service). The dumpsters and roll-off containers require repair and maintenance to fix damage to the steel body, hinges, doors, and lids. The City advertised IFB#23-120 Repair Services of Front Load Dumpsters and Roll-Off Containers and received a total of one(1) bid for these services. The low and only bidder was GT Supplies who specializes in the repair work and performs these services on a regular basis as part of their core business. The contract term is for an initial three (3) years with the option to renew for two (2) additional one (1) year periods.

MOTION:

Move to approve/disapprove the contract with GT Supplies, Inc. for the Repair Services of Front Load Dumpsters and Roll-Off Containers.

ATTACHMENT(S):

Fiscal Impact Analysis
Contract

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	80,000.00	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		
Remaining Balance	N/A	

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Public Services
Division	Commercial Collection
GL Description	Dumpsters/Receptacles
GL Account Number	410-5082-534-52-32
Project Number	NA
Requested Funds	\$80,000.00
Remaining Balance	
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	

**AGREEMENT FOR GOODS AND SERVICES
(REPAIR SERVICES OF FRONT LOAD DUMPSTERS AND ROLL-OFF CONTAINERS)**

THIS AGREEMENT is made _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **GT Supplies, Inc.**, a Florida for Profit Corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 7010 Barbour Road, Riviera Beach, FL 33407.

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 #23-120 to provide the City with Repair Services of Front Load Dumpsters and Roll-Off Containers on an as needed basis ("IFB"); and

WHEREAS, The CONTRACTOR is the Only CONTRACTOR that submitted a bid to provide Repair Services of Front Load Dumpsters and Roll-Off Containers to perform the work as described and set out in the IFB; 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 desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of 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 of this Agreement for Goods and Services ("Agreement") shall be for three (3) years, with the option to renew for two (2) additional one (1) year renewals periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal terms may be approved by the City Manager upon the same terms, conditions and pricing. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF SERVICES

2.1 The Scope of Services for the Repair Services of Front Load Dumpsters and Roll-Off Containers Services shall include all the aspects of Repairing Services of Front Load Dumpsters and Roll-Off Containers on as needed basis as more specifically set forth in the IFB's Scope of Services, which is attached hereto as **Exhibit "B"** and incorporated herein by the reference. The described services would primarily be requested by the City as a result of the City's existing Repair Services of Front Load Dumpsters and Roll-Off Containers. The service shall be initiated and

provided by the CONTRACTOR in timely manner after receiving a notification of request by the CITY for such service, and shall continue to be provided until the CITY requests the service to cease. Work shall commence upon the issuance of a Purchase Order by the CITY.

2.2 The CONTRACTOR represents to the CITY that the materials and services provided 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 CONTRACTOR's work 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 Scope of Services shall be completed in accordance with the CITY issued Purchase Order, the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of 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 Scope of Services.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Services 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. SERVICES

4.1 The CONTRACTOR shall provide all services as more specifically set forth in a CITY issued Purchase Order, the IFB and this Agreement.

5. FEE AND ORDERING MECHANISM

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for the goods and services provided and accepted by the CITY at the rates set forth in CONTRACTOR's proposed rates which are attached as **Exhibit "A"**. The rates set forth in Exhibit "A" shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the CONTRACTOR's rates in Exhibit "A", the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new rates for the renewal term(s). The City Manager may approve Agreement renewals.

5.2 Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance

with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Services (including each order of specific services) under this Agreement will be by a CITY issued Purchase Order(s); however, the terms and conditions stated in a CITY issued Purchase Order(s) shall not apply. CONTRACTOR shall not provide services under this Agreement without a CITY issued Purchase Order specifically for the stated services requested. Each Purchase Order shall be approved in accordance to the CITY's procurement code and policy. CONTRACTOR shall provide the amount of requested goods and services listed in each CITY issued Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Services in accordance with the IFB and this Agreement will be set in each CITY issued Purchase Order and no additional costs shall be authorized without prior written approval from the CITY. The total not to exceed amount under this Agreement shall be Eighty-Thousand Dollars (\$80,000) per fiscal year.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided goods and services, in accordance with the Local Government Prompt Payment Act.

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 Services or perform any additional services or provide any additional material 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 Scope of 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 defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, 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/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) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. 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.

12.2 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.

13. INSURANCE

13.1. Prior to commencing the Scope of 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 Agreement. 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 Agreement, 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 Agreement, 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 Agreement, 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. The parties agree that the provisions, waiver, and

limitations set forth in Section 768.28 shall apply to this Agreement to claims arising in tort and to claims arising in contract. This section shall survive termination and expiration of this Agreement.

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; **Exhibit "A"** (the Contractor's rates); Exhibit "B" (the Scope of Services); any CITY issued Purchase Orders; and, the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein). 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 any CITY issued Purchase Order(s) and the IFB next taking precedence. 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.

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 exclusively 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 all respects under this Agreement.

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:

GT Supplies, Inc.
7010 Barbour Road
Riviera Beach, FL 33407
Attn: Todd Roesch, President

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 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 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 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 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.

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. This Agreement may be executed electronically.

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.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the 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 Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

31. PUBLIC RECORDS

31.1 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 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 proposal 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 sign an 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 contractor 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 work done under this Agreement 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. SAFETY: ACCIDENT PREVENTION

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Agreement.

37.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

38. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

38.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

39. SCRUTINIZED COMPANIES

39.1 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.

39.2 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.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 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.

39.5 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.

39.6 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.

40. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

40.1. 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;

40.2. 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;

40.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

40.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

40.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement;

40.6. Be aware that a violation of Section 448.095(5) by a subcontractor, and not the CONTRACTOR, shall be grounds for the CITY to order the CONTRACTOR immediately terminate the contract with the subcontractor; and

40.7 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.

41. SURVIVABILITY

41.1 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.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Repair Services of Front Load Dumpsters and Roll-Off Containers) 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: _____
Yannick Ngendahayo , Financial Services Director

CONTRACTOR: GT SUPPLIES, INC.

By: _____
[Signature]

[Corporate Seal]

Print Name: TODD ROESCH

Title: 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 6 day of SEPTEMBER 2023, by TODD ROESCH, as the PRESIDENT [title] of **GT Supplies, 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 CONTRACTOR to the same.

Donald R Lipinski
Notary Public Signature

Notary Seal:

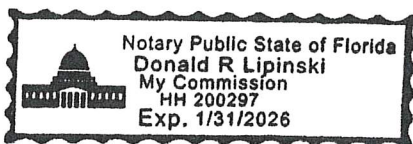


EXHIBIT "A"

CONTRACTOR'S RATE SCHEDULE

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	2 CU. YD. FRONT END LOAD SLANT FRONT RIGID CASTER CONTAINERS REPAIR	1	EA	\$358.85
2	4 CU. YD. FRONT END LOAD SLANT FRONT RIGID CASTER CONTAINERS REPAIR	1	EA	\$525.50
3	6 CU. YD. FRONT END LOAD SLANT FRONT STEEL CONTAINERS REPAIR	1	EA	\$641.25
4	8 CU. YD. FRONT END LOAD SLANT FRONT STEEL CONTAINERS REPAIR	1	EA	\$686.04
5	HOURLY RATE FOR SHOP LABOR	1	HR	\$95.00
6	GRIND, SAND AND PAINT AS SPECIFIED (SIZES 2 CU. YD. - 8 CU. YD.)	1	EA	\$75.00
7	FURNISH AND INSTALL NEW LIDS (SIZES 2 CU. YD. - 8 CU. YD.)	1	EA	\$155.13
8	10 CU. YD. ROLLOFF CONTAINER REPAIR	1	EA	\$2,300.00
9	20 CU. YD. ROLLOFF CONTAINER REPAIR	1	EA	\$2,875.00
10	30 CU. YD. ROLLOFF CONTAINER REPAIR	1	EA	\$3,075.00
11	40 CU. YD. ROLLOFF CONTAINER REPAIR	1	EA	\$3,275.00

Name of Bidder: GT Supplies, Inc.

Address: 7010 Barbour Road

City: Riviera Beach ST FL Zip 33407

Phone: (561) 881-8101 Email: tr@gtsupplies.com

Print Name: Todd Roesch Title: President

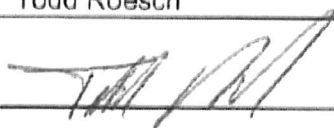
SIGNATURE:  Date: 7/25/2023

EXHIBIT "B"

SCOPE OF WORK

The purpose of this Agreement is to establish a multi-year contract, to furnish all materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary for these repairs and all related services on an as needed basis.

LOCATION:

Solid Waste Facility, 1880 2nd Ave North, Lake Worth Beach, FL 33461.

The Commercial Front Load Dumpsters are as follows:

- 2 cu. yd. Front End Load Slant Front Rigid Caster Containers
- 4 cu. yd. Front End Load Slant Front Rigid Caster Containers
- 6 cu. yd. Front End Load Slant Front Steel Containers
- 8 cu. yd. Front End Load Slant Front Steel Containers

The Roll Off Containers are as follows:

- 10 cu. yd. Roll Off Containers
- 20 cu. yd. Roll Off Containers
- 30 cu. yd. Roll Off Containers
- 40 cu. yd. Roll Off ContainersGT

Offsite Repairs Only:

Movement (pickup & delivery) of the containers is the responsibility of the contractor.

REPAIRS

- Front End Load Containers: Contractor to repair and/or replace all bottoms with 10-gauge steel and 12-gauge side material as required.
- Roll Off Containers: Contractor to repair and/or replace all bottoms with ¼" steel and 12-gauge side material as required.
- All welds to be ground smooth before painting.
- Repairs shall include removal of rusted steel and welding of new replacement panels and if required structural members.
- Latches, step rungs, hinges, drain plugs, lids, lid supports, structural members, wheel bearing rollers, door handles, door chain and chain lock mechanism, hook tension, grease fittings, etc., to be replaced as necessary to ensure intended use of the unit.
- Rusted areas are not to be left and new metal welded over. Rusted areas are to be cut and ground before welding new replacement material.
- Inserts are acceptable as long as rusted or damaged material is removed before welding in insert. Rusted metal must be removed before new metal is welded in place. If replacing with an insert, structural members must remain, be repaired and/or replaced.

PAINT

- Complete units to be painted.
- Commercial Front Load Garbage - Color: Deep Galvanized black paint as instructed
- Commercial Front Load Recycling - Color: Royal Blue Paint, Stream Clean Recycling lids, and standard gravity lock bar.
- Roll-Off Color: Royal Blue Paint - Primed and painted with enamel paint.
- All existing warning labels, ID's, load level, etc. shall be replaced after painting.

- Metal not replaced shall be prepped prior to priming and painting (contractor to determine procedure).

TIME

- No onsite repair allowed.
- All repairs are to be done offsite on contractor's property.
- The Solid Waste Division must be notified prior to any pickup and delivery of repaired dumpsters to facilitate access, staffing and operations.
- Inventory/list of dumpsters being picked up for repair must be provided prior to leaving the Solid Waste facility.
- Upon return, the repaired list must match the pickup and delivery list.
- All recycling dumpsters must be outfitted with Stream Clean Recycling lids, and gravity lock bar.
- Contractor shall be able to provide Commercial Front Load Garbage dumpsters with lids, and Recycling dumpsters with lids, lock & gravity bars.
- All repaired dumpsters must be inspected upon delivery: The expected repaired areas such as: The bottom, the sleeves, the sidewalls, front and back of the dumpsters should be doubled in metal and painted as instructed.
- If a repaired dumpster does not meet the contract requirements of a satisfied repaired unit, it shall be returned for a complete reevaluation and restoration process. The City will not be responsible for any incorrect work.
- Casters or wheels for each dumpster must be sent separately.
- Additional casters/wheels may be purchased for miscellaneous repairs to be sent separately on special order.
- Contractor is solely responsible for any dumpster damaged in transit.
- All containers shall be completed in Timely manner as approved by the City.

END OF SCOPE OF WORK

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 17, 2023

DEPARTMENT: City Attorney

TITLE:

Ordinance No. 2023-19 – First Reading - Repeal of Section 20-20 “Required Fair Written Notice of Termination of Monthly Residential Tenancy without Specific Duration” and Section 20-21 “Required Fair Written Notice of Rental Payment Increases for Residential Tenancies”

SUMMARY:

Due to preemption by the Florida Legislature, the proposed Ordinance will repeal Section 20-20 “Required Fair Written Notice of Termination of Monthly Residential Tenancy without Specific Duration” and Section 20-21 “Required Fair Written Notice of Rental Payment Increases for Residential Tenancies.”

BACKGROUND AND JUSTIFICATION:

Chapter 20 “Civil Rights,” Article IV “Landlord Tenant Notice Requirements” at Section 20-20 “Required Fair Written Notice of Termination of Monthly Residential Tenancy without Specific Duration” and Section 20-21 “Required Fair Written Notice of Rental Payment Increases for Residential Tenancies,” provides for termination and rental increase notice requirements between landlords and tenants of residential tenancies. This year, the Florida Legislature adopted a new law, Section 83.425, Florida Statutes, effective July 1, 2023, that preempts the City and other local governments from the “regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part...” The City of West Palm Beach was sued for their continued enforcement of similar ordinances and was required to quickly settle the litigation. The City Attorney’s Office was contacted, as a courtesy, by the same attorney who sued West Palm Beach to inquire as to the status of the City’s subject ordinances. Based upon the Legislature’s preemption of the field of residential tenancies, it is prudent for the City to repeal Section 20-20 and Section 20-21 to avoid litigation and liability.

MOTION:

Move to approve / disapprove Ordinance No. 2023-19 on first reading and set the second reading and public hearing for November 7, 2023.

ATTACHMENTS:

Ordinance 2023-19
Copy of Section 83.425, Florida Statutes

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ORDINANCE 2023-19 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REPEALING CHAPTER 20 “CIVIL RIGHTS,” ARTICLE IV “LANDLORD TENANT NOTICE REQUIREMENTS,” SECTION 20-20 “REQUIRED FAIR WRITTEN NOTICE OF TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 20-21 “REQUIRED FAIR WRITTEN NOTICE OF RENTAL PAYMENT INCREASES FOR RESIDENTIAL TENANCIES” DUE TO PREEMPTION BY THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach, Florida (the “City”) is a duly constituted municipality having such home rule power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Chapter 20 “Civil Rights,” Article IV “Landlord Tenant Notice Requirements,” at Section 20-20 “Required fair written notice of termination of monthly residential tenancy without specific duration” and Section 20-21 “Required fair written notice of rental payment increases for residential tenancies,” provides for termination and rental increase notice requirements between landlords and tenants of residential tenancies; and

WHEREAS, this year, the Florida Legislature adopted a new law, Section 83.425, Florida Statutes, effective July 1, 2023, that preempts the City and other local governments from the “regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part...”; and

WHEREAS, based upon the State’s preemption of the field of residential tenancies, it is prudent for the City to repeal Section 20-20 and Section 20-21 of Article IV, Chapter 20 of the City’s Code of Ordinances; and

WHEREAS, the City Commission finds and declares that the repeal of these ordinances is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1: The foregoing “WHEREAS” clauses are incorporated into this Ordinance as true and correct findings of the City Commission.

Section 2: Chapter 20 “Civil Rights,” Article IV “Landlord Tenant Notice Requirements,” Section 20-20 and Section 20-21 are hereby repealed in full as follows:

48 **ARTICLE IV. - LANDLORD TENANT NOTICE REQUIREMENTS**

49 ~~**Sec. 20-20. - Required fair written notice of termination of monthly residential**~~
50 ~~**tenancy without specific duration.**~~

51 ~~A residential tenancy without a specific duration (as defined in F.S. § 83.46(2)) in~~
52 ~~which the rent is payable on a month to month basis may be terminated by either the~~
53 ~~landlord or tenant by giving not less than sixty (60) days written notice prior to the end~~
54 ~~of any monthly period.~~

55 ~~**Sec. 20-21. - Required fair written notice of rental payment increases for residential**~~
56 ~~**tenancies.**~~

57 ~~A residential landlord that proposes to increase the current rental rate by more than~~
58 ~~five percent (5%) at the end of a lease for a specific duration, or during a tenancy without~~
59 ~~a specific duration (as defined in F.S. § 83.46(2)) in which the rent is payable on a month~~
60 ~~to month basis, must provide sixty (60) days written notice to the tenant before the~~
61 ~~tenant must either:~~

- 62 ~~(1) Accept the proposed amendment;~~
- 63 ~~(2) Reach an acceptable compromise; or,~~
- 64 ~~(3) Reject the proposed amendment to their tenancy.~~

65 ~~If the required sixty (60) days written notice has been provided and the tenant has~~
66 ~~not agreed to the proposed amendment or an acceptable compromise, the landlord may~~
67 ~~impose the proposed amended term(s) or require the tenant(s) to vacate the residence.~~

68 ~~**Sec. 20-202. - Required fair written notice of termination of monthly non-residential**~~
69 ~~**tenancy without specific duration.**~~

70 ~~A non-residential tenancy without a specific duration (as defined in F.S. § 83.03(2))~~
71 ~~in which the rent is payable on a month to month basis may be terminated by either the~~
72 ~~landlord or tenant by giving not less than one hundred eighty (180) days written notice~~
73 ~~prior to the end of any monthly period.~~

74 ~~**Sec. 20-213. - Required fair written notice of rental payment increases for non-**~~
75 ~~**residential tenancies.**~~

76 ~~A non-residential landlord that proposes to increase the current rental rate by more~~
77 ~~than five percent (5%) at the end of a lease for a specific duration, or during a tenancy~~
78 ~~without a specific duration (as defined in F.S. § 83.03(2)) in which the rent is payable~~
79 ~~on a month to month basis, must provide one hundred eighty (180) days written notice~~
80 ~~to the tenant before the tenant must either:~~

- 81 ~~(1) Accept the proposed amendment;~~
- 82 ~~(2) Reach an acceptable compromise; or~~
- 83 ~~(3) Reject the proposed amendment to their tenancy.~~

84 If the required 180-days written notice has been provided and the tenant has not
85 agreed to the proposed amendment or an acceptable compromise, the landlord may
86 impose the proposed amended term(s) or require the tenant(s) to vacate the premises.

87
88 **Section 3: Severability.** If any section, subsection, sentence, clause, phrase or
89 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
90 competent jurisdiction, such portion shall be deemed a separate, distinct, and
91 independent provision, and such holding shall not affect the validity of the remaining
92 portions thereof.

93
94 **Section 4: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in
95 conflict herewith are hereby repealed to the extent of such conflict.

96
97 **Section 5: Codification.** The sections of the ordinance may be made a part of
98 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
99 accomplish such, and the word "ordinance" may be changed to "section", "division", or
100 any other appropriate word.

101
102 **Section 6: Effective Date.** This ordinance shall become effective 10 days after
103 passage.

104
105 The passage of this ordinance on first reading was moved by
106 _____, seconded by _____, and upon
107 being put to a vote, the vote was as follows:

- 108
109 Mayor Betty Resch
110 Vice Mayor Christopher McVoy
111 Commissioner Sarah Malega
112 Commissioner Kimberly Stokes
113 Commissioner Reinaldo Diaz

114
115 The Mayor thereupon declared this ordinance duly passed on first reading on the
116 _____ day of _____, 2023.

117
118
119 The passage of this ordinance on second reading was moved by
120 _____, seconded by _____, and upon being put to a vote,
121 the vote was as follows:

- 122
123 Mayor Betty Resch
124 Vice Mayor Christopher McVoy
125 Commissioner Sarah Malega
126 Commissioner Kimberly Stokes
127 Commissioner Reinaldo Diaz

128
129

130 The Mayor thereupon declared this ordinance duly passed on the _____ day of
131 _____, 2023.

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LAKE WORTH BEACH CITY COMMISSION

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By: _____
Betty Resch, Mayor

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ATTEST:

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Melissa Ann Coyne, MMC, City Clerk

Select Year:

The 2023 Florida Statutes

[Title VI](#)

CIVIL PRACTICE AND PROCEDURE

[Chapter 83](#)

LANDLORD AND TENANT

[View Entire Chapter](#)

83.425 Preemption.—The regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part are preempted to the state. This section supersedes any local government regulations on matters covered under this part, including, but not limited to, the screening process used by a landlord in approving tenancies; security deposits; rental agreement applications and fees associated with such applications; terms and conditions of rental agreements; the rights and responsibilities of the landlord and tenant; disclosures concerning the premises, the dwelling unit, the rental agreement, or the rights and responsibilities of the landlord and tenant; fees charged by the landlord; or notice requirements.

History.—s. 1, ch. 2023-314.