



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING (REVISED)**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, FEBRUARY 20, 2024 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Mayor Betty Resch

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Christopher McVoy

**AGENDA - Additions / Deletions / Reordering:**

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

A. PBSO Community Policing Update by Capt. Todd Baer

**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. [January 22, 2024 - work session](#)
- B. [February 6, 2024 - regular meeting](#)
- C. [February 9, 2024 - pre-agenda work session](#)

**NEW BUSINESS:**

- A. [Interlocal Agreement with the CRA for funding of road improvements between Lake and Lucerne Avenues from B to H Streets](#)
- B. [Ratification of Emergency Purchase Order with Nextran Truck Centers for the procurement of a 2025 Mack Roll Off Truck](#)
- C. [Review of Draft Request for Proposals for Executive Recruitment Services – City Manager](#)

**UPCOMING MEETINGS AND WORK SESSIONS:**

February 27 - utility meeting @ 6 pm  
March 5 - regular meeting @ 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  
CITY COMMISSION WORK SESSION - MOBILITY & VACANT LOTS  
CITY HALL COMMISSION CHAMBER  
MONDAY, JANUARY 22, 2024 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:20) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kim Stokes and, Reinaldo Diaz. Also present were Interim City Manager Jamie Brown and Deputy City Clerk Shayla Ellis.

**PLEDGE OF ALLEGIANCE:** (0:33) led by Commissioner Kim Stokes.

**UPDATES / FUTURE ACTION / DIRECTION:** (1:01)

- A. Discussion and update regarding progress to date on a Mobility Plan by WGI (1:02)
- B. Discussion of an unsolicited offer to purchase six (6) vacant, unimproved, City surplus lots (1:17:35)

**Action:** Consensus to not move forward with the Fishman offer to purchase one or more of the City owned, vacant lots at 304 South F Street, 732 South C Street, 1526 Wingfield Street, 1527 South Douglas Street, 725 Latona Avenue, and 1702 Lake Worth Road. The City will explore other methods for disposal including sales to members of the community and reaching out to various community partner organizations like the CRA and Habitat for Humanity's regarding the available properties. (1:02:29)

**ADJOURNMENT:** (1:31:04)

The meeting adjourned at 6:34 PM.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: February 20, 2024

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, FEBRUARY 6, 2024 – 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:** (0:37) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kim Stokes and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

**INVOCATION OR MOMENT OF SILENCE:** (0:53) was led by Vice Mayor McVoy.

**PLEDGE OF ALLEGIANCE:** (2:16) was led by Commissioner Sarah Malega.

**ADDITIONS/DELETIONS/REORDERING:**

There were no changes to the agenda.

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

- A. Presentation to honor Lake Worth Beach Ocean Rescue team members Captain Xavier DeSalis, Chase Modelski, Sam Kucharczuk, George Cornish, Philip Aaron, and Trey Good brought forward by Commissioner Malega (3:03)
- B. Proclamation declaring February 11-17, 2024 as 2-1-1 Awareness Week (7:17)
- C. Presentation on the Lake Worth Neighborhood Planning Initiative by Nilsa Zacarias of Chen Moore & Associates (15:32)
- D. Presentation on a Proposed Carbon Neutrality Comprehensive Plan Element by Nilsa Zacarias of Chen Moore & Associates (47:41)

**Action:** Consensus for Nilsa Zacarias of Chen Moore & Associates and her team to undertake preliminary research into creating a new Comprehensive Plan element devoted to carbon neutrality goals and greenhouse gas emissions reductions.

E. Proclamation declaring February 2024 as Black History Month (1:06:08)

F. Proclamation declaring February 2024 as Anti-racism Month (1:08:11)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (1:14:17)

**CITY MANAGER'S REPORT:** (1:30:18)

Interim City Manager Brown provided the following report:

- many abandonments are internal to the city and there would be no future plan to put roads through the dead end letter streets; these would be coming before the commission at a future date
- the CRA audit was complete and the city was on track for the city's FY 21-22 and 22-23 audits

- the Weiner Museum of Decorative Arts would be giving a presentation at the next CRA meeting on February 13 regarding moving to the city's downtown (project would include a housing component)
- Multi-Modal Corridor Study meeting would be held on February 8
- FDOT meetings regarding Lake and Lucerne Avenues would be on February 15 (virtual meeting from 5 – 6 PM, in-person meeting from 6-7 PM at the library)
- City Tree and Landscape Board met on January 30 and started to develop the scope for the RFQ
- new Leisure Services Director, Teanna McKay, was working mornings and would start full time on Monday, February 12

**CITY ATTORNEY'S REPORT:** (1:38:54)

City Attorney Torcivia provided the following report:

- city staff was working on the RFP for the City Manager search which would be brought to the city commission at the February 20 meeting.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**  
(1:39:11)

**APPROVAL OF MINUTES:** (1:49:44)

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

- A. January 12, 2024 - pre-agenda work session
- B. January 16, 2024 - regular meeting

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

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

There were no items on the Consent Agenda.

**PUBLIC HEARINGS:** (1:49:52)

- A. Ordinance No. 2024-01 - Second Reading - amending the City's Pension Plan Ordinance (1:49:57)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2024-01 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 16, "PENSIONS AND RETIREMENT", ARTICLE II, "EMPLOYEES' RETIREMENT SYSTEM", DIVISION 2, "PENSION PLAN", AMENDING SECTION 16-43(c)(3), DEFERRED RETIREMENT OPTION PLAN, TO PROVIDE THAT THE DROP EARNINGS SHALL BE AN ANNUALIZED RATE EQUAL TO THE SEPTEMBER 30 ONE-YEAR RATE OF EXPECTED INVESTMENT RETURN MINUS ONE PERCENT (1%); PROVIDING FOR SEVERABILITY. THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance No. 2024-01 amending the City's Pension Plan Ordinance.

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

- B. Ordinance No. 2024-04 - Second Reading - adopting the Florida Building Code 2023 8th Edition with recommended local amendments to Chapter One (1:50:40)  
City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2024-04 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 9, "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I, "IN GENERAL", SECTION 9-2, "BUILDING CODE ADOPTED", BY ADOPTING THE 2023 BUILDING CODE; AMENDING SECTION 9-2.1, "CITY OF LAKE WORTH BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODES ADOPTED", BY ADOPTING BY REFERENCE THE CITY OF LAKE WORTH BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE 2023 EDITION; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Ordinance 2024-04 adopting the Florida Building Code 2023 8th Edition with recommended local amendments to Chapter One.

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

**UNFINISHED BUSINESS:** (1:51:24)

- A. Fifth Amendment to the Lease Agreement with Lutheran Services Florida, Inc.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Fifth Amendment to the Lease Agreement with Lutheran Services Florida, Inc.

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

**NEW BUSINESS:** (2:05:27)

- A. Professional Services Agreements for Special Magistrate services (2:05:28)

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve the Professional Services Agreements for Special Magistrate Services with Davis & Associates, P.A. for attorney Keith Davis, Wagner Legal Services for attorney Kevin Wagner, and with attorney B. Douglas MacGibbon.

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

- B. Purchase Order with Alan Jay Fleet Services for the procurement of fleet replacement vehicles (2:08:42)

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

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and

Diaz. NAYS: None.

C. Agreement with Homestead Concrete & Drainage Inc. (2:08:53)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the Agreement with Homestead Concrete & Drainage Inc.

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

D. Nominations to the Technical Advisory Committee (TAC) of the Transportation Planning Agency (2:09:04)

**Action:** Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to re-nominate Jamie Brown as TAC Representative and nominate Troy Perry as Alternate to the Technical Advisory Committee of the TPA.

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

**UPCOMING MEETINGS AND WORK SESSIONS:**

February 9 - pre-agenda work session @ 9 AM

February 20 - regular meeting @ 6 PM

**ADJOURNMENT:** (2:10:55)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to adjourn the meeting at 8:13 PM.

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

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

Minutes approved February 20, 2024

Item time stamps correspond to the recording on YouTube.

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION PRE-AGENDA WORK SESSION  
CITY HALL COMMISSION CHAMBER  
FRIDAY, FEBRUARY 9, 2024 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:07 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach.

**ROLL CALL:** (0:29) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy and Commissioner Kim Stokes. Also present were Interim City Manager Jamie Brown, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne. Commissioners Sarah Malega and Reinaldo Diaz were absent.

**UPDATES / FUTURE ACTION / DIRECTION:**

Vice Mayor McVoy left the meeting at 9:37 AM.

**ADJOURNMENT:** (46:50)

The meeting adjourned at 9:53 AM.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: February 20, 2024

Item time stamps refer to the video available on YouTube.



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** February 20, 2024

**DEPARTMENT:** Public Works & CRA

**TITLE:**

Interlocal Agreement with the CRA for funding of road improvements between Lake and Lucerne Avenues from B to H Streets

**SUMMARY:**

FDOT is scheduled to perform a RRR project on Lake and Lucerne Avenues. The CRA would be funding improvements to the City rights-of-way within the CRA district that fall within the FDOT project boundaries.

**BACKGROUND AND JUSTIFICATION:**

In the first quarter of 2024, the FL Dept. of Transportation is scheduled to begin a RRR (Resurfacing, Restoration, and Rehabilitation) project on Lake Avenue and Lucerne Avenue. The limits of the project shall stretch from the traffic circle at A Street to Golfview Rd. While Lake / Lucerne are FDOT roadways, the north / south segments between them are owned by the City. With a desire to connect the new FDOT paving, the City shall perform roadway improvements on B through H Streets between Lake and Lucerne Avenues. The CRA's Fiscal Year 2024 budget includes \$600,000 for this paving effort that shall transfer to the City for the funding of this infrastructure project within the CRA District. These improvements are inclusive of roadway resurfacing, curb and sidewalk repair / construction, and striping.

**MOTION:**

Move to approve/disapprove the Interlocal Agreement with the CRA for funding of road improvements between Lake and Lucerne Avenues from B to H Streets in the amount of \$600,000.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Interlocal Agreement  
CRA Memo  
Cost Estimates

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LAKE WORTH BEACH AND THE  
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY  
FOR FUNDING OF ROAD IMPROVEMENTS**

**THIS INTERLOCAL AGREEMENT FOR FUNDING OF ROAD IMPROVEMENTS (“AGREEMENT”)** is made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, (hereinafter referred to as “**CITY**”), and the **LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the “**LWBCRA**”).

**W I T N E S S E T H:**

**WHEREAS**, the **CITY** is a municipal corporation organized and existing under the constitution and laws of the State of Florida; and

**WHEREAS**, Chapter 163, Florida Statutes, provides for the creation of community redevelopment agencies as separate but dependent governments of the municipalities that create community redevelopment agencies; and

**WHEREAS**, the **LWBCRA** is a Community Redevelopment Agency established by the **CITY**, pursuant to Part III, Chapter 163, Florida Statutes, to provide for redevelopment of blighted areas within the **LWBCRA** Community Redevelopment Area; and

**WHEREAS**, the **LWBCRA** and the **CITY** desire to provide for improvements to public rights-of-way within the Community Redevelopment Area, specifically Lake Avenue and Lucerne Avenue between B and H Streets, as more fully depicted in Exhibit “A” to this Agreement which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the **LWBCRA** and the **CITY** agree to have the **CITY** enter into and manage the agreement with the contractor who shall complete the right-of-way improvements, and that the **LWBCRA** will provide funding to the **CITY** to fund a portion of the cost of the right-of-way improvements provided pursuant to the agreement with the contractor (the “**LWBCRA** Funding”); and

**WHEREAS**, the **LWBCRA** has agreed to provide the **LWBCRA** Funding to the **CITY**, in accordance with the terms and conditions contained herein; and

**WHEREAS**, this Agreement and the funding provided by the **CITY** and the **LWBCRA** for the micro-transit services complies with the provisions of Part III, Chapter 163, Florida Statutes, is consistent with the Community Redevelopment Plan, and serves both a municipal and public purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein by reference.

2. **Payment of Funds by CITY.** The LWBCRA agrees to provide to the CITY funds in a total amount not to exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00) which shall serve as the LWBCRA Funding for the right-of-way improvements completed pursuant to the agreement entered into between the CITY and the right-of-way construction contractor. Payment shall be made by the LWBCRA to the CITY, upon presentation of an invoice to the LWBCRA. Upon receipt of the invoice, and any required documentation, the LWBCRA shall process payment, and provide the CITY with payment no later than fourteen (14) days following receipt of the invoice. The LWBCRA Funding shall be utilized by the CITY to pay the right-of-way construction contractor pursuant to the agreement entered into between the CITY and the right-of-way construction contractor.

3. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the LWBCRA and the CITY particularly regarding certain aspects of the consideration and approval of the Project.

4. **Term and Termination.** This Agreement shall be in effect upon execution by the CITY and the LWBCRA, and shall remain in effect until December 31, 2024. The LWBCRA and the CITY may agree to extend the Agreement, through the execution of a written amendment to this Agreement. In no event shall the Agreement be extended beyond September 30, 2025.

5. **Public Records.** The CITY and LWBCRA shall comply with the requirements of Section 119.07, *et.seq.*, Fla.Stat., related to the handling of public records.

6. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed to be a waiver of, or affect the rights, privileges, and immunities of the CITY or LWBCRA as set forth in Section 768.28, Fla.Stat.

7. **No General Obligation.** Neither this Agreement, nor the obligations imposed upon the CITY or the LWBCRA hereunder shall be or constitute an indebtedness or general obligation of the CITY or LWBCRA within the meaning of any constitutional statutory or charter provisions requiring the CITY or the LWBCRA, or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the CITY or the LWBCRA or other Governmental Authority. Nothing contained herein shall be deemed construed or applied to cause any Governmental Authority, specifically including the CITY and the LWBCRA, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

(SIGNATURE PAGE TO FOLLOW)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**CITY OF LAKE WORTH BEACH**

**ATTEST:**

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC,  
City Clerk

By: \_\_\_\_\_  
Betty Resch, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**LAKE WORTH BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

  
\_\_\_\_\_  
Joan Oliva, Executive Director

  
\_\_\_\_\_  
Carla Blockson, Chair

Dated this 30 day of January, 2024



Lucerne Ave

802

Lucerne Ave

802

Lucerne Ave

Lucerne Ave

Mi Casita Produce

El Pueblo Chapin

Jm Waste & Junk Removal

HATCH 1121

Restaurant El Limon

House of Frames

El Carbonero

Tortilleria Gallo de Oro

Lupis Beauty Salon Unisex

El Tikal Billar

Lake Ave

802

Lake Ave

802

Lake Ave

NBS St

NCS St

NDS St

NES St

NFS St

NGS St

NHS St

**LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY**

1121 Lucerne Avenue | Lake Worth Beach, Florida 33460-3346 | T: 561-493-2550

[www.lakeworthcra.org](http://www.lakeworthcra.org)**MEMORANDUM**

**TO:** Chair, Vice Chair and Members of the CRA Board

**FROM:** Joan C. Oliva, Executive Director *JO*

**DATE:** January 30, 2024

**SUBJECT:** Interlocal with City for Street Improvements between Lake and Lucerne, from "B" Street to "H" Street

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**EXPLANATION:**

At our July 2023 workshop, to discuss CRA priorities and the 23/24 budget, the Board chose infrastructure as one of our top priorities. At that meeting the Board was presented with an infrastructure project the City was undertaking in the CRA District. The improvements will be near two of our upcoming rental projects, Village Flats and the Perch. Improvements will include the resurfacing of the roadways, new curb and sidewalks, sealing and striping, mobilization and minimum landscaping.

We expect these improvements to begin after FDOT has completed resurfacing the roadways and the traffic circle improvements are completed. Both these projects should be completed by Summer 2024.

To transfer the money to the City to pay for these improvements, an Interlocal Agreement is required and is attached as Exhibit "A." Once the Board approves the Interlocal, it will go to the City Commission to fully execute. A cost estimate was provided by Public Services and is included as Exhibit "B."

**REQUEST:**

Staff requests the Board approve the Interlocal between the City and the CRA, allowing the CRA to pay for infrastructure improvements between "B" Street and "H" Street between Lake and Lucerne Avenues.



JOB COST ESTIMATE				Atlantic Southern		Paving Lady	Exhibit "B"
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Total	UNIT PRICE	Total
<b>PAVEMENT</b>							
1	MOBILATION (LESS THAN 100SY)		LS	\$3,500.00	\$0.00	\$ 4,500.00	\$0.00
2	MOBILATION (OVER 100SY)	2	LS	\$3,500.00	\$7,000.00	\$ 3,250.00	\$6,500.00
3	MOT TYPE 2 BARRICADES OR CONES (PER DAY		EA	\$10.00	\$0.00	\$ 15.00	\$0.00
4	MOT SIGNAGE (PER DAY)		EA	\$10.00	\$0.00	\$ 125.00	\$0.00
5	REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 14" DEEP)	5877	SY	\$35.00	\$205,695.00	\$ 38.00	\$223,326.00
6	12" COMPACTED SUBGRADE		SY	\$16.00	\$0.00	\$ 15.00	\$0.00
7	8" BASEROCK (LIMEROCK OR CR CONC.) (PRIMED)		SY	\$18.00	\$0.00	\$ 22.00	\$0.00
8	REWORK EXIST. BASE AND PRIME		SY	\$8.00	\$0.00	\$ 15.00	\$0.00
9	1" TYPE S-3 ASPHALIC CONCRETE	5877	SY	\$26.50	\$155,740.50	\$ 12.50	\$73,462.50
10	2" TYPE S-3 ASPHALIC CONCRETE		SY	\$31.50	\$0.00	\$ 18.00	\$0.00
11	MILL EXIST. ASPHALT 1.5" AVG DEPTH	5877	SY	\$8.00	\$47,016.00	\$ 8.00	\$47,016.00
12	MISC. ASPHALT OVERBUILD / LEVELING		TN	\$105.00	\$0.00	\$ 155.00	\$0.00
13	ASPHALT SPEED HUMP COMPLETE W/ STRIPING (PER CITY DETAIL)		EA	\$750.00	\$0.00	\$ 5,000.00	\$0.00
14	ASPHALT MILLINGS f&i		TN	\$60.00	\$0.00	\$ 65.00	\$0.00
15	SEALCOAT (PARKING LOTS)		SY	\$1.35	\$0.00	\$ 0.89	\$0.00
<b>CONCRETE</b>							
16	MOBILIZATION (LESS THAN 100 LF)		LS	\$2,500.00	\$0.00	\$ 3,000.00	\$0.00
17	MOBILIZATION (OVER 100 LF)	2	LS	\$2,500.00	\$5,000.00	\$ 2,150.00	\$4,300.00
18	REMOVE EX. 4" CONCRETE	3643	SF	\$2.25	\$8,196.75	\$ 2.50	\$9,107.50
19	REMOVE EX. 6" CONCRETE	1450	SF	\$2.75	\$3,987.50	\$ 3.00	\$4,350.00
20	4" CONCRETE SIDEWALK (3,000 PSI)	4123	SF	\$7.75	\$31,953.25	\$ 7.15	\$29,479.45
21	6" CONCRETE SIDEWALK / DRIVEWAY (3,000 PSI)	1450	SF	\$10.50	\$15,225.00	\$ 9.00	\$13,050.00
22	MONOLITHIC CURB AND SIDEWALK		SF	\$15.60	\$0.00	\$ 9.50	\$0.00
23	REMOVE EX. CONCRETE CURBING (ALL TYPES)	610	LF	\$10.00	\$6,100.00	\$ 11.00	\$6,710.00
24	TYPE F CURB AND GUTTER	315	LF	\$47.00	\$14,805.00	\$ 40.00	\$12,600.00
25	VALLEY GUTTER	21	LF	\$47.00	\$987.00	\$ 33.00	\$693.00
26	TYPE D CURBING	395	LF	\$39.00	\$15,405.00	\$ 30.00	\$11,850.00
27	ADA TACTILE DOME SURFACE (YELLOW) CAST-IN-PLACE		SF	\$30.00	\$0.00	\$ 125.00	\$0.00
<b>STRIPING</b>							
28	MOBILIZATION (LESS THAN 50 LF)		LS	\$1,550.00	\$0.00	\$ 1,350.00	\$0.00
29	MOBILIZATION (OVER 50 LF)	1	LS	\$1,550.00	\$1,550.00	\$ 1,200.00	\$1,200.00
30	REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)		LF	\$2.25	\$0.00	\$ 2.35	\$0.00
31	4" DOUBLE YELLOW THERMO	286	LF	\$2.15	\$614.90	\$ 2.25	\$643.50
32	4" SINGLE YELLOW THERMO		LF	\$1.10	\$0.00	\$ 1.20	\$0.00
33	4" SINGLE WHITE THERMO	1042	LF	\$1.10	\$1,146.20	\$ 1.20	\$1,250.40

34	6" DOUBLE YELLOW THERMO		LF	\$2.25	\$0.00	\$ 2.50	\$0.00
35	6" SINGLE YELLOW THERMO		LF	\$1.15	\$0.00	\$ 1.30	\$0.00
36	6" SINGLE WHITE THERMO		LF	\$1.15	\$0.00	\$ 1.30	\$0.00
37	12" SINGLE WHITE THERMO		LF	\$3.45	\$0.00	\$ 3.75	\$0.00
38	18" SINGLE WHITE THERMO		LF	\$3.45	\$0.00	\$ 4.65	\$0.00
39	24" STOP BAR WHITE THERMO	144	LF	\$7.00	\$1,008.00	\$ 8.00	\$1,152.00
40	RPM'S		EA	\$12.50	\$0.00	\$ 9.00	\$0.00
41	BIKE LANE SYMBOL STRIPING (THERMO)	2	EA	\$170.00	\$340.00	\$ 525.00	\$1,050.00
42	HANDICAP PARKING STALL COMPLETE W/ SIGN (PAINT)		EA	\$985.00	\$0.00	\$ 425.00	\$0.00
	MISC. WORK						
43	BAHIA SODDING (INCL. GRADING WORK)		SY	\$4.20	\$0.00	\$ 8.00	\$0.00
44	FLORATAM SODDING (INCL. GRADING WORK)		SY	\$4.70	\$0.00	\$ 10.00	\$0.00
45	ADJUST EX. MANHOLE RING AND COVER		EA	\$200.00	\$0.00	\$ 650.00	\$0.00
46	ADJUST EX. VALVE BOX		EA	\$200.00	\$0.00	\$ 400.00	\$0.00
47	ADJUST EX. CURB INLET / DRAINAGE INLET		EA	\$200.00	\$0.00	\$ 675.00	\$0.00
48	PAVER BRICK SIDEWALK REPAIR (EXIST. BRICKS)		SF	\$6.00	\$0.00	\$ 7.50	\$0.00
49	MOT Per MOB	2	EA			\$2,500.00	\$5,000.00
	<b>Total Estimate -</b>					<b>\$521,770.10</b>	<b>\$452,740.35</b>



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** February 20, 2024

**DEPARTMENT:** Public Works

**TITLE:**

Ratification of Emergency Purchase Order with Nextran Truck Centers for the procurement of a 2025 Mack Roll Off Truck

**SUMMARY:**

The Emergency Purchase Order with Nextran Truck Centers authorized the City to purchase one (1) 2025 Mack Roll Off Truck, at a cost not to exceed \$279,425.52.

**BACKGROUND AND JUSTIFICATION:**

The Public Works Department is requesting ratification of the emergency procurement of a 2024 Mack GU813 / MP8 / Allison 4500RDS Roll Off truck for the Solid Waste Division. The roll off truck currently used by the Solid Waste Division has become unreliable due to frequent breakdowns resulting in expensive repairs and lengthy downtimes. The current roll off truck is the only vehicle of its kind operated by the city, and is vital to the regular operation of the Solid Waste Division. Additionally, this vehicle functions as a critical component of the City's Emergency Management response plan. The reason that this emergency procurement has been requested is that ordering a replacement for this vehicle, through the normal procurement processes, would result in an expected order delivery date of December 2024 at the soonest, forcing the City to operate through the 2024 hurricane season without a reliable roll off vehicle. This would result in a decreased capability to respond to emergency situations effectively and rapidly. During the search for a suitable replacement vehicle, Nextran Truck Centers, a reputable and longstanding vendor to the City, indicated that they were in possession of a suitable replacement vehicle but could not sell it under the normal contract terms and pricing, necessitating this emergency procurement request. The vehicle meets the necessary specifications and the cost is within the limits of existing funds budgeted for the procurement of new solid waste vehicles for the 2024 fiscal year.

**MOTION:**

Move to approve/disapprove the Purchase Order with Nextran Truck Centers at a cost not to exceed \$279,425.52.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
2025 Mack Roll Off Truck Quote

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
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	0	0	0	0	0
Capital	\$279,425.52	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	Public Services
Division	Residential Collection
GL Description	Machinery & Equipment / Vehicles
GL Account Number	430-5081-534.64-30
Project Number	GV2406
Requested Funds	\$279,425.52
Remaining Balance	\$120,574.48
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Fund Balance



# PROPOSAL

Nextran Truck Centers - Riviera Beach

7151 Industrial Drive South

Riviera Beach, FL 33404

(561) 842-6225 or (800) 846-2257 Fax (561)863-6836

Salesperson: David Gluckler

PO Number: -

Date: 1 11 2024

### CUSTOMER INFORMATION

Name: **CITY OF LAKE WORTH BEACH**

Address: 7396 WESTPORT RD

Phone: -

City: WPB

State: FL

Zip Code: 33413

County: PB

### TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #
1	2025	Mack	GRANITE 64BR	-
2nd VIN	-	-	-	3rd VIN -
New	<b>**See Addendum for Additional VIN #</b>			

### Body Details

Year	Make	Model	SERIAL #
0	GALBREATH	HOIST	-
-	RACK & PINION	TARPER	-
-	-	-	-
2nd Serial #	-	3rd Serial #	-

### TRADE INFORMATION

Year	Make	Model	Body	VIN #	Trade-In Value	Payoff
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
					\$ -	\$ -

**\*\*See Addendum for Additional Trade Ins**

### PER TRUCK PRICING

	Per Truck
Total Selling Price	\$ 275,900.00
Federal Excise Tax	\$ -
Total with FET	\$ 275,900.00
Extended Warranty	\$ 3,210.00
APU	\$ -
Premium Maintenance Plan	\$ -
Subtotal	\$ 279,110.00
Less Trade-In Value	\$ -
Net Trade Difference	\$ 279,110.00
Disposal/Temp Tags	\$ 14.50
Tag and Title	\$ 300.00
Miscellaneous	\$ -
State Sales Tax on Fees	\$ 1.02
County Surtax	\$ -
State Sales Tax	\$ -
Out of State Sales Tax	\$ -
Misc. Tax	\$ -
Payoff on Trade-In(s)	\$ -
Down Payment	\$ -
Total Price per Truck	\$ 279,425.52

### ADDITIONAL ITEMS

Tire Credit:	\$ -	FET Tax	Tax Exempt
GVW/GCW:	64,000	Sales Tax	Tax Exempt

### LOCALS AND COMMENTS

NON CONTRACT PRICING  
INCLUDES 5/250 EP2+EATS WARRANTY  
LAKE WORTH BEACH BLUE CAB

Due to the unprecedented challenges with the global supply chain, materials, semiconductors, inflation, shipping and transport all quoted prices are subject to price increases/surcharges/additional fees.

**Total Price all Trucks \$ 279,425.52**

**Purchaser will not register or primarily use the Vehicle(s) in California or Oregon.**

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement. I further understand that the terms and conditions that follow are a true and integral part of this agreement.

*Purchaser's Signature*

*Date*

Accepted by Nextran Truck Centers

Date

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

#### TERMS AND CONDITIONS

1. **Acceptance.** The purchaser identified on the first page hereof ("Purchaser") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("Dealer") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.
2. **Purchaser's Payment of Charges.** Purchaser shall pay all charges arising out of or associated with this Sales Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.
3. **Deposit.** Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.
4. **Commercially Reasonable Efforts.** Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.
5. **Warranties.** DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW. Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. \_\_\_\_\_ (Initials of Purchaser)
6. Purchaser represents that it (i) is a \_\_\_\_\_ incorporated or formed under the laws of the State of \_\_\_\_\_, (ii) is located in FL \_\_\_\_\_ and (iii) intends to use the vehicle(s) purchased hereunder only in the State(s) noted on first page hereof and the Certificate. If Purchaser will register the vehicle(s) in, or primarily use the vehicle(s) purchased hereunder in, either the State of California or the State of Oregon, Purchaser must indicate on first page hereof and in Certificate. If Purchaser fails to Notify Dealer in advance of vehicle(s) being ordered that the vehicle(s) will be registered in, or primarily used in, either the State of California or the State of Oregon, Purchaser will be responsible to pay all fines and/or penalties imposed by the State of California or the State of Oregon, Manufacturer or any other entity.
7. **Limitation of Liability; Waiver of Claims.** Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement. Purchaser acknowledges that this waiver constitutes a material inducement from Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.
8. Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason (i) of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence and/or (ii) Dealer's breach of its representations and/or covenants contained in paragraph 6 above.
9. **Modifications by Others.** Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.
10. **Trade-in Allowance.** The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.
11. **Entire Agreement.** This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.
12. **Assignment.** This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.
13. **Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury.** This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Duval or Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SALES AGREEMENT.
14. **Miscellaneous.** Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

**By:** \_\_\_\_\_

(Purchaser Signature)

Name: - \_\_\_\_\_

Title: - \_\_\_\_\_

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** February 20, 2024

**DEPARTMENT:** City Manager's Office

**TITLE:**

Review of Draft Request for Proposals for Executive Recruitment Services – City Manager

**SUMMARY:**

The attached draft of the Request for Proposals for Executive Recruitment Services – City Manager is presented for the City Commission's review and consideration

**BACKGROUND AND JUSTIFICATION:**

This draft RFP invites proposals from qualified and experienced executive recruitment firms to conduct a nationwide search, recruit, screen, and fill the executive position of City Manager.

If approved, this RFP will be published on February 25, 2024 in Palm Beach Post and the City's website.

**MOTION:**

Move to approve/disapprove draft Request for Proposals for Executive Recruitment Services – City Manager

**ATTACHMENT(S):**

Draft RFP



# **REQUEST FOR PROPOSALS**

## **EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER**

**RFP NO. 24-XXX**



Financial Services  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
**561.586.1770**

**RFP #24-XXX**

## **EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER**

The City of Lake Worth Beach, Florida (“City”), is requesting proposals from qualified and experienced executive recruitment firms to conduct a nationwide search, recruit, screen, and fill the executive position of City Manager. Experience working with Florida municipalities is preferred. A complete scope of potential services is attached as **Exhibit “A”** and incorporated into this Request for Proposals (“RFP”).

Time is of the essence and any proposal received after **3:00 PM, XXXXXXXX, 2024**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the RFP (hereafter “Respondents”) are responsible for insuring that their proposal is delivered to the City’s Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to cancel this solicitation, reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney’s fees, incurred by any Respondent in preparing and/or responding to the RFP and/or traveling to and from the City as needed, are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the RFP by contacting the Financial Services office at [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) or from [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net). All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this RFP opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them. To ensure receipt of the latest information and updates via email regarding this RFP, or if a Respondent has obtained this RFP Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be registered as a Plan Taker for the RFP opportunity.

All proposals must be mailed to:

**City of Lake Worth Beach  
Financial Services/Purchasing Division  
7 North Dixie Highway, 2<sup>nd</sup> Floor  
Lake Worth Beach, FL 33460**

**ENVELOPE MUST BE IDENTIFIED AS RFP #24-XXX.**

PUBLISHED: \_\_\_\_\_, 2024, Palm Beach Post & City Website



## GENERAL INFORMATION

### 1. PROJECT OBJECTIVE

The City of Lake Worth Beach, Florida, is requesting proposals from qualified and experienced executive recruitment firms to conduct a nationwide search, recruit, screen, and fill the executive position of City Manager. Experience working with Florida municipalities is preferred. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

### 2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, XXXXXXXX, 2024**, whether by mail or otherwise may be rejected by the City. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Respondents may deliver proposals directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting Procurement Division at (561) 586 – 1770 in advance.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. **Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to cancel this solicitation, reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope, specification requirements, and forms (unless supplemented by City-issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

### 3. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in the bidding system at [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or in writing via e-mail to [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this RFP or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves

the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

**4. PROPERTY OF THE CITY**

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

**5. RFP TIMETABLE**

The anticipated schedule for this RFP and contract approval is as follows:

- Questions from Potential Respondents Due \_\_\_\_\_, 2024 - 4:00 PM
- Proposal Due Date and Time \_\_\_\_\_, 2024 - 3:00 PM
- Proposal Evaluation \_\_\_\_\_, 2024
- Contract Negotiations/Approval \_\_\_\_\_, 2024
- Contract Start Date \_\_\_\_\_, 2024

The City reserves the right to amend the anticipated schedule as it deems necessary.

**6. CONE OF SILENCE**

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process.

**7. ETHICS REQUIREMENT**

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

**Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this RFP as Exhibit "C". Failure to complete will result in rejection of the Respondent's proposal.**

**8. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw and/or cancel this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

## **9. CONTRACT AGREEMENT / COMPENSATION**

The terms and conditions of the resulting contract will be negotiated with successful Respondent. If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City. While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is in the best interests of the City.

Awarded contracts which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

Unless otherwise agreed to by the City, the resulting contract will include the City's legally required and other standard terms and conditions, any negotiated terms and conditions, and the following provisions: "Firm agrees to indemnify, defend, and hold the City, its officials, employees, and agents harmless from and against any and all liability on account of any damages, injuries, death, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, (collectively, "Claims") as a direct or indirect result of the Firm's performance (or lack thereof) under this Agreement or the Firm's violation of law, rule, ordinance, or regulation while performing (or failing to perform) under this Agreement. 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 and limitations set forth 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 are deemed to apply to this Agreement to Claims arising in tort and to Claims arising in contract.”

The Respondent agrees that if it is awarded the contract hereunder, it will sign and return the negotiated contract to the City within five (5) business days of the receipt of such contract.

#### **10. INSURANCE REQUIREMENTS**

Prior to execution of the resulting contract derived from this RFP, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. 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 selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence-
- B. The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent 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 and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect 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 Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

#### **11. EVALUATION AND AWARD**

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee, and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this RFP. The selected Respondent will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposal(s) that is in its best interests.

To be considered responsive, Respondent's response to this RFP shall substantially conform in all material respects to the requirements and criteria set forth in the RFP. This includes such aspects as following RFP instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible, Respondent shall have the capability in all respects to fully perform the requirements identified in the RFP documents. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance of the services requested in this RFP. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into consideration the Respondent's past performance on any contract involving similar work and/or services; the Respondent's skill and business judgment; the Respondent's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent's, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

At its sole option, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

#### **Evaluation Criteria and Scoring:**

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations

(with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 70 points.**

EVALUATION CRITERIA	Points Awarded
<p><b>Qualifications and Experience:</b></p> <p>Executive search firm qualifications and previous experience, including similar assignments to recruit, screen and place City Managers preferably in Florida. Also includes success and tenure of City Manager candidates/firms placed in other public agencies. (up to 20 points)</p> <p><b>Experience of Assigned Staff and other available Resources:</b> Experience of the professional staff specifically assigned to lead the search for qualified City Managers, and the firm’s capacity, facilities and equipment available to perform the services (up to 20 points)</p>	<p>0 – 40 points</p>
<p><b>Proposed Recruitment Methodology and Process:</b></p> <p>Proposed recruitment methodology and clear strategy for recruitment of qualified City Managers (up to 15 points).</p> <p>Clear plan of proposed recruitment steps, proposed documentation and evidence of availability of the firm’s resources to meet project timelines and meet the City’s requirements (up to 15 points)</p>	<p>0 - 30 points</p>
<p><b>Fee Structure &amp; Placement Guarantee:</b></p> <p>Fee structure, including all fees and reimbursable expenses to complete the search. (up to 15 points)</p> <p>Placement guarantee term of minimum of one year. Additional guarantee term will be carrying more points (up to 5 points)</p>	<p>0 - 20 points</p>
<p><b>Veteran Business Enterprise, Small Business and Local Business Preference:</b></p> <p>Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference.</p>	<p>0 – 5 Points</p>

<p><b>Termination, Litigation, or Debarment</b></p> <ol style="list-style-type: none"> <li>1. Instances of a termination under a similar project or contract;</li> <li>2. Instances of litigation related to a similar project or contract.</li> </ol> <p>(No instances provide for the full score of 5 points, the rest is evaluated accordingly. Respondents that do not address this item in their proposal will score 0 points)</p>	<p>0 – 5 points</p>
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Total 100 Points

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

**12. PROPOSAL FORMAT**

Each Respondent shall submit **one (1) original, five (5) copies, and one (1) electronic copy of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English. Electronic copy shall be provided on USB drive.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

**Table of Contents**

**Tab 1 - Respondent Information Page**

**Exhibit "C"** hereto.

**Tab 2 - Letter of Transmittal (not to exceed two pages)**

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent’s business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent’s understanding of the scope of services.

- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

**Tab 3 – Qualifications and Experience (up to 5 pages plus resumes of staff assigned to the project)**

Describe the qualifications and previous executive search experience including similar City Manager searches in Florida and otherwise.

The firm shall also include an explanation of the success and tenure of City Manager and other public executive candidates placed by the firm during the last five (5) years. The following specific information must be provided and be presented so proposal evaluators may easily find this information:

- a. The specific number of successful City Manager/other public executive candidate executive searches and placements the firm has completed overall and in the last five (5) years.
- b. Identify how many of the above-referenced executive placements continue to serve as City Manager/other public executive position where originally placed by the firm or, if no longer serving, how long such manager served at the public entity.
- c. Describe the size of the communities (population and annual budget) where a City Manager/other public executive position was successfully placed.

Respondents shall provide a minimum of three (3) similar projects (within the past five (5) years) on the form provided (Exhibit “D”) and include whether the executive recruitment services and placement were completed on time and within budget.

Respondents shall provide a minimum of three (3) references on the form provided (Exhibit “E”) demonstrating their experience and/or skill with similar recruitment services (within the past five (5) years). Prior experience and skill with other Florida municipalities is helpful but not required. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

**Experience and Background of Assigned Staff and Availability of other Resources**

Describe the relevant experience and background of the professional staff specifically assigned to lead the City’s search. This description shall also include assurances and information regarding the firm’s capacity, facilities, equipment, and credit available to perform the services requested in this RFP.



**Tab 4 – Proposed Recruitment Process (up to 5 pages)**

Describe the proposed recruitment process that will be undertaken and detailed project plan to include all steps that Consultant plans to take. This portion of the Proposal should provide specific details the firm will follow to understand the desired qualifications, experience, and traits the City Commission expects for the next City Manager, including the specific needs and character of the City of Lake Worth Beach and to develop the City Manager candidate profile and recruitment brochure. Other details including development of recruitment advertisements/marketing for local/national searches, candidate recruitment, the process the firm uses to screen and complete background checks on applicants, the projected timeline to recruit a City Manager (from profile development to hire date), recommended interview process, any community engagement process, meetings with individual Commission members, recommendations, and any other services that would be provided to the City as part of this executive recruitment process. Respondents plan shall provide the details of how will they manage in person meetings with City Commissioners and in person participation in public meetings. Respondent shall provide details of how will they manage the support to the City and perform all the steps of the proposed process independently. The firm shall also include an explanation of how their recruiting process will ensure a diverse pool of candidates that reflects the City's needs.

**Tab 5 - Fee Structure (unlimited)**

Describe the fee structure, including all fees and reimbursable costs. The total fee for the executive search must be included in the proposal and must be valid for 90 days from the proposal opening date. Any reimbursable expenses, including, but not limited to, advertising, recruitment brochure, postage and estimated additional travel expenses should be listed in the proposal.

Firms shall also include an explanation of the placement guarantee the firm will provide to the City. Placement guarantee term shall be minimum of one year.

**Tab 6 – Veteran Business Enterprise, Small Business and Local Business Preference (Exhibit “H” + unlimited pages)**

Section 2-117 of the City's Procurement Code shall govern the application of a veteran business enterprise, small business and/or local business preference for this RFP. **Documentation to support a Respondent as a Veteran Owned Business, Small Business and/or Local Business must be submitted with a Proposals in response to the RFP.** Documentation submitted after the proposal deadline will be rejected.

**Tab 7 - Termination, Litigation, etc. (unlimited)**

Respondents should provide a summary of any termination or litigation against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the termination and litigation or a brief description of the outcome or projected outcome, and the monetary amount involved. **If none, state as such.**

**Tab 8 - Proof of Licenses (unlimited)**

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered, if any;
- Proof of authorization to conduct business in the State of Florida;
- Statement or proof of required insurance;
- Proof of Respondent's Business Tax Receipt (as applicable); and

- Other Proof of Specific Qualifications.

**Appendix**

Other Relevant and Supporting Documentation and required forms.

**Other**

Please be advised that pursuant to section 287.05701, Florida Statutes (2023), the City may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is responsible. Further, the City may not give a preference to a vendor based on the vendor’s social, political, or ideological interests.

**13. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS**

By submitting a proposal, the Respondent warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.

D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the RFP, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

**14. PROTESTS**

Any actual Respondent who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City’s procurement code. A complete copy of the City’s procurement code is available on- line at municode.com under the City’s code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

**15. EXHIBITS**

This RFP consists of the following exhibits (which are incorporated herein by reference):

- A. Exhibit “A”                    Scope of Services
- B. Exhibit “B”                    City’s Campaign Contribution Statement (submit with proposal)
- C. Exhibit “C”                    Respondent Information Form (submit with proposal)
- D. Exhibit “D”                    Similar Projects (submit with proposal)
- E. Exhibit “E”                    References (submit with proposal)

- |                |   |
|----------------|---|
| F. Exhibit "F" | Drug Free Workplace Form (submit with proposal)                                   |
| G. Exhibit "G" | Scrutinized Companies Certification   |
| H. Exhibit "H" | Veteran Business Enterprise, Small Business and/or Local Business Preference Form |

**16. COMPLIANCE**

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

**17. PUBLIC ENTITY CRIMES.**

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

**18. SCRUTINIZED COMPANIES**

A. 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.

B. 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.

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

D. 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.

E. 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.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**19. E-VERIFY**

Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all Contractors (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 Contractors' new employees;

B. Secure an affidavit from all Contractors (providing services or receiving funding under this Agreement) stating that the Contractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

- C. Maintain copies of all Contractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- D. Comply fully, and ensure all Contractor s comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 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.

END OF RFP  
RFP EXHIBITS FOLLOW

DRAFT

## EXHIBIT "A"

### **RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER SCOPE OF SERVICES**

**General Scope of Services:** The firm will provide timely, high quality executive management recruitment for the position of City Manager. Generally, the firm will provide all necessary services to conduct a nationwide search, recruit, screen, and fill the executive position of City Manager. The firm will be familiar with and understand Florida's Sunshine Law and Public Records laws. It is essential that the firm executes a thorough screening process ensuring all candidates presented are well qualified and actively interested in the City Manager position.

In addition to other necessary services, the firm will be responsible for the following:

1. Develop a complete understanding of the City and its current needs. Review the City's goals and objectives and become familiar with all areas that will be affected by the recruitment activities. The firm is to participate in and schedule one-on-one meetings with the Mayor and City Commissioners prior to developing a City Manager hiring profile.
2. Develop a comprehensive understanding of the duties and responsibilities of the City Manager position that have been outlined and approved by the City Commission.
3. Conduct a broad and active search for qualified candidates to include advertising with, but not limited to, the following:
  - a. ICMA (International City/County Management Association)
  - b. Florida League of Cities, Inc.
  - c. Florida City and County Management Association
4. Review applications and resumes. Complete thorough reference and background checks on top candidates (up to 15).
5. Present top candidates to City staff, the Evaluation Committee, and/or the City Commission for review, as requested, and work with the City to narrow and determine the candidates that will be invited for an interview.
6. Coordinate the scheduling of interviews with candidates with City staff and/or the Evaluation Committee. Coordinate the scheduling of one-on-one interviews with candidates with the City Commission, if requested. Public meeting interviews may also be requested by the City Commission or Evaluation Committee.
7. Attendance in person at meetings with City staff, Evaluation Committee, individual members of the City Commission and/or City Commission meetings.
8. Search firm may be responsible for participating in negotiations of the contract with the first, second, and/or third choice candidate. The City Attorney will draft and review the negotiated contract prior to submittal to the City Commission for its consideration.

If any services, functions, or responsibilities are not specifically described in this **Exhibit "A"** or elsewhere in the RFP but are necessary for the proper performance and provision of the services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described herein.

The City shall retain the right to conduct any research or background checks in addition to the firm's findings for any potential candidate.

The issuance of this RFP and receipt of proposals does not commit the City to award a contract. Further, the City reserves the right to utilize the services of other executive recruitment firms in the City Manager search.

**Information about the City, City Government, and City Manager Position:** The City of Lake Worth Beach is located on the Atlantic Ocean in east-central Palm Beach County, Florida, and is about 64 miles north of Miami. It has approximately 43,000 residents and is 7 square miles. The City is a historic, vibrant community which embodies racial, ethnic, economic, and philosophical diversity. It offers an excellent quality of life in a friendly, mid-size coastal community. Unlike most of Florida's newer cities, Lake Worth Beach has a true downtown. Among its attractions are numerous studios and galleries as well as live theater at the art deco Lake Worth Beach Playhouse. The City has become a center for the finest visual arts, experimental music, dance and theater groups, and its exuberance is reflected in the many locally owned boutiques, music venues, art galleries, restaurants, and public art that dot the streets downtown. The City has a broad array of recreational opportunities, including the beach, boating in fresh and saltwater, a municipally-owned golf course, fishing pier, waterfront amphitheater, many parks and athletic facilities.

The City of Lake Worth Beach operates under the City Commission-Manager form of government. The Commission is composed of a Mayor and four (4) Commissioners. The Mayor is elected at large, and each Commissioner is elected by his or her respective single-member district. The Mayor and Commissioners serve staggered three (3) year terms. The Commission appoints a City Manager as the chief administrative officer to oversee the day-to-day operations of the City. The City Manager is appointed by a majority vote of the entire City Commission. The City Manager provides the primary source of leadership to the administration and staff, directs and supervises the administration of all departments (except as otherwise provided by law), attends and participates in City Commission meetings, prepares and submits a capital improvements program to the City Commission, directs the operation of all municipal functions (except as otherwise provided by law), and is responsible for the supervision and efficient operation of the City Departments. Working closely with department directors, the City Manager coordinates the provision of services to the city residents, visitors, and businesses, assumes responsibilities for asserting a leadership role in the community and strives to improve intergovernmental relationships. The City Manager assists the City Commission in developing policy and program alternatives, preparing an annual balanced budget and millage rate, establishing long-term goals and objectives of the City and determining revenue saving options. The City Manager keeps the City Commission fully advised as to the financial condition and future needs of the City and makes recommendations to the Commission concerning the affairs of the City.

The City has a general fund budget of approximately \$45.9 million and a total budget of approximately \$191.5 million. The City is a full-service city and has 400+ employees spread over six (6) functional areas. Approximately 38% are in Utilities, 12% are in General Government, and the rest are spread over Leisure Services, Public Services, Solid Waste, Planning, Zoning, Building and Code Compliance. In addition to the typical municipal functions, the City operates its own electric utility, water utility, sewer and storm water utility, solid waste collection system, cemetery, golf course, and library. Law enforcement services are provided via a contract with the Palm Beach County Sheriff's Office, and Fire Rescue Services are provided via a contract with Palm Beach County Fire Rescue. The City has a Community Redevelopment Agency whose area covers most of the City's commercial areas (30+% of the City overall) and the Agency has primary responsibility for economic development within the City's boundaries. The City's employees are largely unionized. The International Brotherhood of electrical Workers (IBEW) represents the electric and water employees (except management). The Public Employee Union (PEU) represents most non-management administrative staff as well as public work and property maintenance employees. The Professional Manager Supervisor Association (PMSA) represents most managers and supervisors below the Assistant Director level.

**EXHIBIT "B"**

**RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER  
CITY CAMPAIGN CONTRIBUTION STATEMENT**

This RFP is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

**Sec. 2-101. - Additional and supplemental disclosures requirements.**

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publicly disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

**Respondent to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[ ] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

- 1. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
- 2. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
- 3. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
- 4. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Name of Business: \_\_\_\_\_

**Commissioner/Mayor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[ ] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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**For City Clerk's Use Only.**

**THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.**

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the \_\_\_\_ day of \_\_\_\_\_, 2024.

Check all that apply.

\_\_\_\_\_ Commissioner/Mayor \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

\_\_\_\_\_ Vendor, \_\_\_\_\_, verbally disclosed the campaign contribution(s) set forth above.



**EXHIBIT "C"**  
**RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER**  
**RESPONDENT INFORMATION PAGE**

Company Name: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_  
Signature

\_\_\_\_\_

Print Name

Title: \_\_\_\_\_

Physical  
Address: \_\_\_\_\_  
Street

\_\_\_\_\_

City

State

Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website (if applicable): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

This is a requirement of every Respondent.

State of Incorporation: \_\_\_\_\_

**EXHIBIT "D"**

**RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER  
SIMILAR PROJECTS**

List three (3) similar projects successfully completed **in the past five (5) years** by the individual, firm, or project manager assigned to the project. Only one project listed may be for the City of Lake Worth Beach.

**Completed Project #1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project #2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project #3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

DRAFT

**EXHIBIT "E"**

**RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER  
REFERENCES**

List below, or on an attached sheet, list references per RFP requirements for providing the required services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

**REFERENCE #1**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

**REFERENCE #2**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

**REFERENCE #3**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

**EXHIBIT "F"**

**RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_, I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

**EXHIBIT "G"**  
**RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER**  
**SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_ [vendor's name], a \_\_\_\_\_ [corporate description], 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.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:

**EXHIBIT "H"**

**RFP 24-XXX / EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER**

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND  
LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP.

The undersigned Respondent, hereby claims the following preference:

- Veteran Business Enterprise
- Small Business
- Local Business

Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP and attached to this form. Documentation submitted after the bid deadline will be rejected.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Name of Business: \_\_\_\_\_