



**AGENDA  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
BY TELECONFERENCE  
TUESDAY, SEPTEMBER 15, 2020 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Mayor Pam Triolo

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Andy Amoroso

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

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

- A. [Budget Work Session #4 - August 27, 2020](#)
- B. [Regular Meeting - September 1, 2020](#)

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

- A. [Resolution No. 34-2020 – FY 2020 – 2021 Community Development Block Grant Agreement](#)
- B. [Community Code Compliance Collections Agreement with Coast Professional, Inc.](#)

**NEW BUSINESS:**

- A. Discussion about how the Commission will fill the District 2 seat (no backup provided)
- B. Discussion on how to reduce speeding on Lake and Lucerne Avenues (no backup provided)
- C. Resolution stating that the City will not honor nor celebrate Columbus Day and that it will instead honor and celebrate Indigenous People's Day (Resolution will be provided by Commissioner Hardy)

**LAKE WORTH ELECTRIC UTILITY:**

**NEW BUSINESS:**

- 1) [Policy Direction regarding the resumption of City utility disconnects for non-payment and amendment to Resolution 21-2020 to remove the reference to July 16, 2020 and insert "to the end of the City moratorium on utility disconnects currently in place"](#)

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**ADJOURNMENT:**

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 BUDGET WORK SESSION #4  
BY TELECONFERENCE  
THURSDAY, AUGUST 27, 2020 - 6:00 PM**

The meeting was called to order by Vice Mayor Amoroso on the above date at 6:03 PM by teleconference from City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

1. **ROLL CALL:** Present were Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Omari Hardy (arrived at 6:13 PM) and Herman Robinson. Also present were City Manager Michael Bornstein and City Clerk Deborah M. Andrea. Mayor Pam Triolo was absent.
2. **PLEDGE OF ALLEGIANCE:** led by Commissioner Herman Robinson.
3. **UPDATES/FUTURE ACTION/DIRECTION:**

A. Presentation by Stantec of all funds for FY 2021

Bruce Miller, Finance Director, stated that the City had been going through the budget processes with tonight having the fourth presentation. He reported that the budget was essentially balanced after a tremendous amount of work and Finance was working with Stantec for the long-term projections; the preliminary capital program was embedded in the projects to give good analysis on future debt service. He introduced the consultants from Stantec, David Hyder, Senior Principal, Leticia Doohaluk, Managing Consultant, and Jacob Silence, Senior Analyst.

Vice Mayor Amoroso asked the Commissioners to wait to ask questions until the end of the presentation.

Mr. Hyder explained the three components of Integrated Financial Sustainability, developing a forecast of each fund, providing a framework to consider various scenarios and the ability to meet targets and developing a long-term financial management plan. He spoke about the key factors that would affect the forecast and the funds such as COVID-19, the new bond proceeds and the restructuring of existing debt.

1) Beach Fund

Mr. Hyder estimated that parking revenues would be down significantly due to COVID-19 and lease revenues would be delayed until 2021. He reported that the Beach Fund received a \$5.48M contribution to working capital from the 2020 Series B bonds, \$4.35M would be used to repay the debt to Water, Insurance and Capital Funds. He said that the annual debt service payments would average \$386,000 thru FY 2040 and that the bond proceeds would allow for a positive cash balance with reserves staying above the two month target. He recommended increasing the parking rate by \$.50 hourly beginning in FY 22.

2) Refuse Fund

Mr. Hyder stated that the refuse fund had not been affected by the pandemic and the actual revenues from FY 19 were higher than projected. He said that there would be a 5% rate increase and the fund looked very healthy.

3) General Fund

Mr. Hyder said that COVID had affected the General Fund resulting in \$1.6M and \$1.0M lower projected revenues in FY 20 and FY 21. He stated that the fund would receive approximately \$5 million in working capital from the bond proceeds, which would cost \$340,000 in debt service. He explained that there would not be a change in the millage rate.

4) Local Sewer Fund

Mr. Hyder stated that projected revenues would be lower starting in FY 21, which reflected a rate adjustment of 7.5% versus prior year assumption of 15.0%. He iterated that the fund had received \$334K contribution to working capital from the 2020 Series B bonds, resulting in annual debt payments averaging \$23,500. He said that the new CIP borrowing was estimated at \$8.2M through FY 26 with annual debt payments averaging \$475,000. He suggested a 7.5% adjustment in FY 21 followed by 3.25% annually through FY 25.

5) Water Fund

Mr. Hyder said that a rate increase would not be needed next fiscal year because of the repayment of the \$2.64M debt from the Beach Fund. He relayed that the fund had received a \$3.1M contribution to working capital from the 2020 Series B Taxable bonds with annual debt payments averaging \$218,000. He stated that the City's Financial Advisor had provided estimated restructuring of 2013 Bank of America loan with annual debt service payments averaging \$521K through FY 2031 and \$1.2M from FY 2032 thru FY 2050. He projected new CIP borrowing of \$15.3M through FY 26 with annual debt payments averaging \$873,000 and stated that the cash balance would be building up above the recommended four months. He did a comparison of the water and sewer rates within current jurisdictions.

6) Stormwater Fund

Mr. Hyder stated that starting in FY 21 the annual revenues were projected to be lower, FY 21 included no rate adjustment versus the prior study estimation of a 5% increase and FY 22 and beyond now reflected 3% annual adjustments versus 5% in the prior study. He said that the fund had received a \$1.4M contribution to working capital from the 2020 Series B Taxable bonds with annual debt payments averaging \$98,500, received \$2.37M in capital project proceeds from the 2020 Series A tax-exempt bonds with annual debt service payments averaging \$183,000 and the projection assumed the future issuance of \$2.3M thru FY 26 to pay for capital projects.

7) Electric Fund

Mr. Hyder announced that the fund would receive \$770K for working capital, \$140K for capital projects and debt restructuring would lower the annual loan payments. He said that the CIP included \$143M in projects through FY 26, which would require debt; some projects might be stretched out to enable less borrowing. He showed a comparison of monthly residential bills from different municipalities, with LWB in the middle.

Comments/requests summary:

1. Vice Mayor Amoroso asked what would cause the dip in the General Fund in the future and why the \$.50 suggested parking rate increase would begin in FY 22, not in FY 21 to get ahead of it.

Mr. Hyder replied that the dip would be due to growth in personnel, which had the biggest effect on General Funds, and the City could raise parking rates next fiscal year.

2. Commissioner Robinson said that he would prefer to see rate increases spread out. He stated that FPL would be raising its rates, hopefully to match the City's electric rates. He asked about the difference in the CIP numbers.

Ed Liberty, EU Director, responded that FPL would be raising their costs, but the amount was unknown. He said that the EU numbers were not the numbers on the bill; the true difference in rates with FPL was approximately 6%. He said that the difference in the numbers was because there were other projects in the CIP in addition to the system hardening and reliability improvements.

3. Commissioner Hardy asked how much of the EU's \$65M was rate revenue and the number of accounts.

Mr. Liberty replied that the budget was set at \$61M in total revenue and projected revenue was \$58 or \$59M.

Mr. Miller responded that FY 20 total sources of funds was budgeted at \$61.5M and FY 22 was projected to be \$62.3M, \$61M of which was from fees.

Ms. Doolahuk said that the rate revenue would be \$53M. She said that it was the customer charge from FPL and the usage charge

Commissioner Hardy asked if the gap between what LWBEU and what FPL customers paid was the same for residential and commercial accounts.

Mr. Liberty said that exact comparisons would be difficult as there was no commercial data from FPL; the City's commercial rates were higher than FPL. He stated that the gap was 6.26%.

4. Commissioner Maxwell stated that the questioning should be germane to the budget.

Vice Mayor Amoroso inquired why Commissioner Hardy was pursuing his line of

questioning and reminded him that the rates had been lowered over the years.

Commissioner Hardy replied that he was asking questions about the impact of the gap. He objected to raising revenue in that way.

Mr. Liberty stated that any money coming into the EU was not coming out of the City, it paid its own way and generated cash that was reinvested in the community.

5. Vice Mayor Amoroso said that there was discussion about raising parking rates \$.25 this year and \$.25 next year.

Commissioner Hardy stated that the Commission should not set parking rates.

6. Commissioner Hardy asked the consultants for clarification of working capital related to the General Fund and the effect of the debt in the future. He expressed appreciation for the work Stantec had done.

Ms. Doolahuk responded that working capital included unassigned fund balance and the debt would be included in the future budgets; the City would pay \$365,000 per year towards the debt. She said that the projected debt would be 2.9% in FY 22 and would improve as the ad valorem increased (approximately 7% per year), but the debt would stay the same.

Mr. Hyder stated that the ad valorem grew approximately \$2M a year so the debt service would not show up in the liabilities.

7. Commissioner Robinson said that borrowing was good when rates were low. He opined that LWB should be an attractive place to live and provide amenities based on its budget. He expressed concern with not starting to repay the debt in FY 21.

Vice Mayor Amoroso thanked Stantec, Clyde Johnson, City Manager Bornstein, Assistant City Manager Ruiz and City staff for their hard work.

B. Presentation of Capital Budget Plan for FY 2021 by Bruce Miller, Finance Director

1. CIP – General Government Funds
2. CIP – Enterprise Funds

Mr. Miller stated that the Commissioners had received the spreadsheet listing the capital projects as well as the accompanying detailed project sheets and he would do an overview without getting into the details. He explained that the FY 20 Governmental Fund CIP would roll forward and go until FY 25. He stated that column L included revisions from the previous year as well as new FY 21 requests and were paygo from current revenue fund balances that had to be made. He described column P which included grants, transfers from other funds, sales tax and new borrowing and said that the final columns were a summation for five year total for each department. He said that detailed analysis had been provided for each project and suggested the Commissioners review the information and bring questions back later.

Vice Mayor Amoroso iterated that senior staff was always available to answer any questions.

City Manager Bornstein thanked Stantec and staff for rising to the occasion during a very difficult year. He said that the budget would be adopted next month and the goal was to meet the strategic plan initiatives. He stated that it was important that the City not overextend itself and staff was continually overseeing the numbers; there was a lot of interest from developers coming to the City and development was starting to happen. He expressed optimism for the City's future.

Commissioner Robinson stated that the City was spending a lot of money on smaller items that were not necessary and did not understand how priorities were set.

Commissioner Hardy echoed Commissioner Robinson's remarks. He said that many cities were foregoing CIP in light of the scarcity of resources due to the economic environment and the City was betting it could handle the new debt service. He expressed appreciation for the hard work staff did on the Commission's behalf.

Vice Mayor Amoroso expressed confidence in the City's staff and suggested that Commissioners get information from staff to bring to a public meeting.

Mr. Miller explained that the City had spent time to put the City in the best position with advice from Davenport, Bond Counsel and Stantec. He said that the City had restructured its working capital to create flexibility and the borrowing was across all of the funds.

4. **ADJOURNMENT:** The meeting adjourned at 7:27 PM.

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Pam Triolo, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: September 15, 2020

A digital audio recording of this meeting will be available in the Office of the City Clerk.

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
BY TELECONFERENCE  
TUESDAY, SEPTEMBER 1, 2020 - 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM by teleconference from City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Omari Hardy and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

**INVOCATION OR MOMENT OF SILENCE:** was led by Commissioner Omari Hardy.

**PLEDGE OF ALLEGIANCE:** was led by Commissioner Scott Maxwell.

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

There were no changes to the agenda.

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

There were no Presentations on the agenda.

**COMMISSION LIAISON REPORTS AND COMMENTS:**

Commissioner Robinson: wished Mayor Triolo's father good health and said that Pelican Pete was recovering. He wished the parents of students returning to school virtually the best and extended Commissioner Hardy's fiancée a Happy Birthday.

Commissioner Hardy: announced that he had gotten engaged the previous week and that he had won the primary election, creating the opportunity to serve in the Florida House of Representatives. He said that it was important day and he looked forward to the discussion of the items on the agenda.

Commissioner Maxwell: did not make any remarks.

Vice Mayor Amoroso: extended a big thank you to the CRA which won three awards for the Day of the Dead. He thanked all the teachers and City staff who volunteered at the food distribution and said that the food distribution would continue as long as it was needed.

Mayor Triolo: thanked Patrick Livingston for providing so many meals at the south end of the City. She stated that the City would be having COVID-19 testing during the week and reminded everyone to maintain social distancing and to wear masks during the Labor Day weekend. She said that the beach and beach complex would be open for regular hours. She said that she was invited to attend the meeting with Bryant Park and new owners of the Gulfstream Hotel; she thanked them for reaching out and said that they cared about the community.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

Deborah Andrea, City Clerk, read the public comments submitted by the following:

Ali Amercupan wrote that there should be a freeze on permits and guidelines with strict rules for short term rentals in the historic part of LWB.

Mark Deming wrote requesting that the rental license for 1810 N. Ocean Breeze be revoked and that the stop signs at N. Ocean Breeze and Wellesley be reinstalled.

Krista Rachell wrote to complain about the AirBnB operating with an expired license at 1810 N. Ocean Breeze.

John Rachell wrote to inquire where the stop sign was on the corner of Wellesley & Ocean Breeze now that the road was newly paved and complete.

Lieghann Fischer wrote that 1810 N. Ocean Breeze was operating an AirBnB with an invalid permit and requested that the permit not be renewed.

Alyson Noller wrote to ask how the City could control the influx of short term rentals and keep neighborhoods safe, clean and respectful to neighbors.

Maureen Mollineaux wrote that short term rentals were ruining her neighborhood and there should be rules to govern them.

Dustin Zacks wrote to inquire why Commissioner Maxwell had not asked about saving money on the Sheriff's contract.

Pattie Schultz wrote to ask why the Commission would be discussing vacation rentals during a pandemic.

**APPROVAL OF MINUTES:**

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve the following minutes:

- A. Budget Work Session #3 - August 6, 2020
- B. Regular Meeting - August 18, 2020

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

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

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve the Consent Agenda.

- A. Agreement with CRS Max to provide consultant services for FY 2021

- B. Resolution No. 33-2020 – Healthier Lake Worth Beach grant application
- C. Authorize Drinking Water State Revolving Fund Amendment 1 to Loan Agreement DW501731 for the 2-inch watermain phase 4 replacement project
- D. Utility Easement and Bill of Sale by and between Corner Investments, LLC and the City of Lake Worth Beach
- E. Cost Sharing Contract by and between 1939 7th Ave LLC and the City of Lake Worth Beach

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

**PUBLIC HEARINGS:**

There were no Public Hearings on the agenda.

**UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:**

- A. Agreement with National League of Cities (NLC) for services related to the Race, Equity And Leadership (REAL)

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve the Agreement with the NLC REAL Program in an amount of \$21,780.

Michael Bornstein, City Manager, introduced Clarence Anthony, Executive Director of the National League of Cities, Leon Andrews, REAL Director, Rita Soler Ossolinski, REAL Program Director, and Seantae Byers, Senior Executive and Director for Member and Partner Engagement.

Mr. Anthony thanked the Commission for allowing the NCL to bring forward a proposal to address systemic racism and stated that the NCL had experience with the issues. He introduced Leon Andrews to go through the process.

Mr. Andrews iterated REAL's mission, to strengthen local leaders' knowledge and capacity to eliminate racial disparities, heal racial divisions and build more equitable communities. highlighted the key issues in the scope of services and relayed that REAL had provided services to over 400 cities across the country. He stated that there were four components and the first phase would process assessments of staff, the agency or department and the community or stake holders. He suggested starting with racial equity training because a learning environment would be very important; normalizing racial equity would include creating a shared analysis and language about racism and equity and fostering the urgency of equity to prioritize it in governance. He stated the conversation would include local voices and be designed for LWB. He showed a video that illustrated the dynamics of a REAL talk and said that the first phase would include recommendations for future phases.

Comments/requests summary:

1. Commissioner Robinson asked if a suggested reading list could be provided to the community and if the core team had been established.

Mr. Andrews responded that REAL would provide a reading list as well as podcasts and other materials. He stated that a core team would be created, that the people who had met were the temporary core team until the official core team was finalized.

Commissioner Robinson asked for the names of the temporary core team.

City Manager Bornstein replied that the conversation had included himself, Assistant City Manager Juan Ruiz, Leisure Services Director Lauren Bennett, Commissioner Scott Maxwell and members of REAL and had focused on creating a workable scope of services to bring to the Commission, not on creating the program.

Commissioner Robinson expressed dismay that the whole Commission had not been included in the conversations and that no minutes had been taken.

2. Commissioner Hardy asked for clarification of the series in the scope of services.

Mr. Andrews explained that interactive historical context would be included in REAL 100, REAL 200 series would focus on operational tools for each agency, REAL 300 series would focus on racial equity plans and REAL 400 would train the trainer.

Commissioner Hardy spoke in favor of engaging in the conversation and expressed concern about what was excluded from the scope of services, such as the organizing, and asked why the City had not committed to other series.

City Manager Bornstein responded that the focus was on getting participants to understand and agree how to move forward and that there had been discussions with several groups in the community. He stated that there could be further contracts, but it was decided that the scope was enough to stand alone to suit the City's purposes. He explained that the conversations had regarded funding and how to listen to community voices.

Commissioner Robinson asked if there would be a discussion regarding who would participate, if phases two and three would cost the same amount and when they would be determined. He inquired whether other ethnic communities would be involved. He pressed to determine when the next phases would be implemented and if a date for a work session could be set.

City Manager Bornstein said that the item was not a work session, just to approve the scope of services.

3. Mayor Triolo stated that she was ready to start.
4. Commissioner Hardy asked if cost estimates for other phases had been obtained.

City Manager Bornstein replied that there was no written estimate.

5. Commissioner Maxwell thanked everyone for their thoughtful comments and requested a vote so that the City could move forward.

City Clerk Andrea read the comment cards submitted by the following:

Shanna Lillis wrote in support of a contract with REAL.

Sue Welch wrote in hope that REAL would help the City develop a plan to address racism in the City (comment was not read as it was not received until 7:17 PM).

6. Commissioner Hardy gave a history of racial inequities in LWB that still existed and said that there was a two-cities dynamic.

**Action:** Subsidiary motion made by Commissioner Hardy to add Series 200 and 300 to the contract and shorten the length of the contract until January 1. **Motion failed for lack of a second.**

7. Commissioner Robinson strongly voiced that the conversation should not drag on until June and that he had brought the task force issue forward.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: Commissioner Hardy.

**CITY ATTORNEY'S REPORT:**

City Attorney Goddeau did not provide a report.

**CITY MANAGER'S REPORT:**

City Manager Bornstein did not provide a report.

**ADJOURNMENT:**

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to adjourn the meeting at 7:23 PM.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

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Pam Triolo, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: September 15, 2020

A digital audio recording of this meeting will be available in the Office of the City Clerk.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 15, 2020

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 34-2020 – FY 2020 – 2021 Community Development Block Grant Agreement

**SUMMARY:**

The resolution approves and authorizes the Mayor to execute the Agreement between Palm Beach County and the City that sets forth the terms and conditions for the use of \$266,560 in Community Development Block Grant (CDBG) funds for improvements to Howard Park located at 1699 Wingfield Street.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to discussion provided by participants at a public meeting on February 27, 2020, the City's proposed use of FY 2020-2021 Community Development Block Grant (CDBG) funding will be for improvements to Howard Park. Planned improvements include resurfacing the basketball courts, replacement of the existing pavilion, installation of a new playground, installation of new benches with tables, replacement of the existing fencing, and installation of sod and mulch.

Resolution No. 34-2020 approves and authorizes the Mayor to execute the CDBG Agreement between Palm Beach County and the City for this purpose. The Agreement sets forth the terms and conditions for the use of CDBG funding in the amount of \$266,560 as determined by dual statutory funding by the US Department of Housing and Urban Development for Fiscal Year 2020-2021. The period of performance for this project is October 1, 2020 to September 30, 2021.

Public facilities and improvements is an eligible CDBG activity. The service area of the public facility is located within the Lake Worth Beach CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

**MOTION:**

Move to approve/disapprove Resolution No. 34-2020 authorizing the submission of the City's FY 2021 Community Development Block Grant program application to Palm Beach County.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 34-2020  
CDBG Agreement

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Capital Expenditures	0	266,560	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	266,560	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

**Recreation CDBG Howard Park Improvements**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
180-0000-331.70-00	Fed Grant Culture/Rec	TBD	\$266,560	0	\$266,560	
180-9710-539.63-15	Infrastructure	TBD	\$95,075	0	\$95,075	
180-9710-572.62-00	Buildings	TBD	\$35,000		\$35,000	
180-9710-572.64-40	Equipment	TBD	\$11,000		\$111,000	
180-9710-572.62-10	Improvements	TBD	\$125,000		\$25,000	
180-9710-572.52-00	Operating Supplies	TBD	\$485		\$485	

**C. Department Fiscal Review:\_\_\_\_\_**

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RESOLUTION NO. 34-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT \$266,560 IN FISCAL YEAR 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR IMPROVEMENTS TO BE MADE IN HOWARD PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to make improvements to Howard Park; and

WHEREAS, the City has requested from Palm Beach County that its allocation of \$266,560 in Fiscal Year 2020-2021 Fiscal Year Community Development Block Grant (CDBG) funds that have been made available to the City should be utilized for this purpose; and

WHEREAS, the proposed public facility improvements are an eligible use of CDBG funds; and

WHEREAS, Howard Park is located within the Lake Worth Beach CDBG Target Area; and

WHEREAS, Palm Beach County has prepared an Agreement that sets forth the terms and conditions for the use of these CDBG funds for this purpose; and

WHEREAS, the City desires to enter into this Agreement with Palm Beach County for the purpose of making improvements to Howard Park.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Agreement between Palm Beach County and the City in the amount of \$266,560 in Fiscal Year 2020-2021 CDBG funds for public facility improvements to be made in Howard Park.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor to execute three originals of the Agreement between Palm Beach County and the City and all related documents for this stated purpose.

SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the Leisure Services Department Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

47 SECTION 4: This resolution shall become effective upon adoption.

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49 The passage of this resolution was moved by Commissioner \_\_\_\_\_,  
50 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the  
51 vote was as follows:

- 52 Mayor Pam Triolo
- 53 Vice Mayor Andy Amoroso
- 54 Commissioner Scott Maxwell
- 55 Commissioner Omari Hardy
- 56 Commissioner Herman Robinson
- 57

58 The Mayor thereupon declared this resolution duly passed and adopted on the 15<sup>th</sup>  
59 day of September, 2020.

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LAKE WORTH BEACH CITY COMMISSION

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By: \_\_\_\_\_  
Pam Triolo, Mayor

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66 ATTEST:

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Deborah M. Andrea, CMC, City Clerk

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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 15, 2020

**DEPARTMENT:** Community Sustainability

**TITLE:**

Community Code Compliance Collections Agreement with Coast Professional, Inc.

**SUMMARY:**

Agreement provides for a private provider, Coast Professional, Inc., to seek collections for outstanding code compliance liens and fees where code compliance has been attained.

**BACKGROUND AND JUSTIFICATION:**

The Code Compliance Division of the Community Sustainability Department requested proposals from qualified firms to provide private collections of outstanding code compliance liens, fines and fees. Properties where compliance has been attained but monies still owed the City will be the priority for the collection services. It is the intention of the City to enter into a long-term agreement for such services over a three (3) consecutive years, which may be extended for two (2) additional one (1) year terms. Extensions may be authorized by the City Manager.

The City advertised Request for Proposal 20-207 for Code Enforcement Lien Recovery Services on May 31, 2020, and the city received two responses. An evaluation committee met via a Webex public meeting and reviewed the responses on July 16, 2020. The response proposal from Coast Professional, Inc. was ranked highest, and Staff undertook negotiations to prepare an agreement. Following negotiations, Staff now is forwarding an agreement for approval, which would allow collections to begin October 1, 2020. All costs for collections will be borne by the contractor and will be deducted from the funds collected. It is projected that at least \$100,000 annually will be remitted to the City.

**MOTION:**

Move to approve/disapprove the agreement with Coast Professional, Inc. for private code compliance collections.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	\$100,000	\$100,000	\$100,000	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	0	\$100,000	\$100,000	\$100,000	0
 No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance

**C. Department Fiscal Review: \_\_\_\_\_**

**PROFESSIONAL SERVICES AGREEMENT**  
**(Code Enforcement Lien Recovery Services)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on 8/25/2020 by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **Coast Professional, Inc.**, with its address at 4273 Volunteer Road, Geneseo, NY 14454, authorized to do business in the State of Florida ("Consultant").

**RECITALS**

**WHEREAS**, the City issued Request for Proposals RFP 20-207 in order to obtain a consulting services for a Code Enforcement Lien Recovery and related services ("RFP" hereinafter); and

**WHEREAS**, the Consultant has provided the City with a written proposal in response to RFP 20-207 for a Code Enforcement Lien Recovery Services; and

**WHEREAS**, the City desires to accept Consultant's proposal for the provision of the Code Enforcement Lien Recovery Services consistent with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Consultant will use its best efforts to effect collections of accounts referred to it by the City; and

**WHEREAS**, the Consultant shall not under any circumstances use any threats, intimidation, or harassment of a debtor in the collection of accounts, shall comply with all provisions of the Fair Debt Collection Practices Act (FDCPA) and shall not violate any Federal Trade Commission or other applicable state and federal statutes, laws, rules, ordinances, regulations and guidelines; and

**WHEREAS**, the Consultant agrees to abide by the City's Code of Ordinances, its regulations and adopted policies and procedures; and

**WHEREAS**, the Consultant has not, does not and will not represent, warrant, or guarantee the collections or timing of any collections of any accounts assigned to it under this Agreement. The services shall be performed on a best efforts basis; and

**WHEREAS**, the Consultant shall comply with all current consumer financial laws and regulations and their amendments during the term of this Agreement; and

**WHEREAS**, the Consultant warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

**WHEREAS**, the City finds accepting Consultant's proposal as described herein serves a valid public purpose and is in accordance with the City's Procurement Code and Policy; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES AND RESPONSIBILITIES.** As more specifically set forth in the Consultant's proposal (dated June 17, 2020) which is attached hereto as **Exhibit "A"** and incorporated herein, the Consultant shall provide Code Enforcement Lien Recovery Services to the City.

A. The Consultant for the purpose of recovering City debtor accounts, will comply at all times with all applicable "Red Flag" regulations and requirements. This includes information that may be shared and required to perform credit bureau checks, address searches and proper billing and collection of payments. A copy of the Consultant's "Red Flag" policies shall be provided to the City.

B. All funds collected by the Consultant on behalf of the City shall be deposited into Consultant's trust account. The City authorizes the Consultant to endorse negotiable instruments made payable to the City for purposes of depositing funds in said account. Any interest earned on funds shall be retained by Consultant.

C. The Consultant will remit to the City monthly statements of the gross amount received with respect to all accounts less earned and undisputed Consultant commission (as defined below) by the tenth (10<sup>th</sup>) day of the month following the month in which such amounts were received, unless special circumstances require a more immediate remittance on all funds collected during the preceding month. The City will examine each such summary and raise any objections to Consultant's accounting, in writing, within thirty (30) days after the receipt of such summary. City's failure to raise such objection to Consultant's accounting during the thirty (30) day period will be deemed a full and final acceptance by the City of Consultant's summary for that month.

D. Consultant shall return to City, without charge, any account placed in error.

E. The City acknowledges that in connection with the collection of delinquent consumer debts, the FDCPA requires that Consultant provide the consumer with verification of the underlying obligation if that request is made to Consultant, in writing, by the consumer within thirty (30) days of our initial communication with the consumer if Consultant is to continue with collection efforts. The law prohibits Consultant from collecting on any obligation once a timely verification request is made to Consultant from the consumer, until such time as said verification has been mailed by Consultant to the consumer. The City acknowledges that in any situation in which it does not provide Consultant with the requested verification, Consultant can no longer legally attempt to collect the account. In such case, The City acknowledges that the Consultant will return the account to the City.

**SECTION 3: CITY RIGHTS AND RESPONSIBILITIES.**

A. The City may periodically place Accounts with Consultant for collection pursuant to the terms of this Agreement. The City represents and warrants (i) that the Account balances will reflect true and just indebtedness properly assessed in accordance with all applicable laws, codes and ordinances, (ii) that the Accounts are represented by a properly obtained and recorded lien in favor of the City, (iii) that the City obeyed all laws and regulations relating to or affecting the Accounts assigned, (iv) that the Account balances are not barred by any statute of limitations, (v) that the persons obligated on the Accounts are not represented by an attorney or protected by any bankruptcy proceeding unless clearly noted at time of assignment and the Accounts are not the subject of litigation or any regulatory complaints, (vi) that the Accounts or related rights to collect are not at time of assignment assigned to another collection agency, attorney or other person, (vii) that the City is fully authorized and has obtained all necessary approvals for the assignment of the City's rights and interests in and to the Accounts to Consultant, and (viii) that the City has or will provide to Consultant all information and documentation with respect the Accounts necessary for Consultant to provide the services pursuant to this Agreement and that all such information and documentation is true, accurate and complete in all material respects.

B. Any such placement of Accounts shall include an assignment of the City's rights and interests in and to the Accounts, including all contractual and statutory rights, to the extent required to perform the services required by this Agreement. City agrees and acknowledges that Consultant may enforce all such assigned rights with respect to Accounts, including recovery of all amounts owed for the Account, subject to Consultant's duties and obligations to the City pursuant to this Agreement.

C. The City may cancel and recall Accounts by providing written notice to Consultant unless the account is in a paying or promise to pay status or a signed suit authorization is on file. Upon closing an Account, the City will remit to Consultant all compensation due for payments that resulted directly as a result of Consultant's effort pursuant to this Agreement.

D. The City shall notify Consultant of all payments made directly to the City on all Accounts at time of receipt of payment. The City understands and agrees that full compensation is due and payable to Consultant on such direct payments once the Account has been assigned to Consultant. The City further agrees to indemnify Consultant for all losses incurred by Consultant caused by the City not reporting any such direct payments.

**SECTION 4: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 5: TERM, TIME AND TERMINATION.**

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for the period of three (3) consecutive year unless earlier terminated as stated herein. The term may be extended for two (2) additional one (1) year terms by written agreement of the parties. The City Manager is authorized to extend the term of this Agreement on behalf of the City if all other material terms and conditions remain the same.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as commercially reasonable and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, pandemics, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format reasonably acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 6: COMPENSATION.**

- a. Payments. The City agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit "A"**. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement and not set forth in Exhibit "A".
- b. Payments shall be made in the following manner. The Consultant shall collect all funds from consumers (property owners) in accordance with the City's ordinances, regulations, policies and procedures. The consultant shall then deduct its collection fees as set forth in Exhibit "A" and remit the balance to the City. Remittance to the City shall occur on a monthly basis in accordance with section 2b above. There is no minimum or maximum amount that may be recovered by the Consultant. Notwithstanding any provision to the contrary contained in Exhibit A or the RFP, the Consultant shall not be required to add the compensation payable pursuant to this Section to the amount owed to the City and the City shall, regardless of such addition, be responsible for paying to Consultant the amount of compensation provided in this Section.

#### **SECTION 7: INDEMNIFICATION AND DAMAGES.**

A. The Consultant shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

B. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

**SECTION 8: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 9: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 10: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 11: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

**SECTION 12: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	\$1, 000,000 per occurrence
Independent Consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of

the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 13: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 14: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 15: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 16: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 17: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 18: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 19: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 20: PUBLIC ENTITY CRIMES.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 21: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

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

and if sent to the Consultant, shall be sent to:

Coast Professional, Inc.  
Attn: Jonathan Prince  
4273 Volunteer Road  
Geneseo, NY 14454

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 22: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 23: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 24: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 25: MATERIALITY.** In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 26: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 27: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 28: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 29: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 30: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 31: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit "A". This Agreement also includes the RFP, which is incorporated by reference. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP and Exhibit "A", the terms and conditions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 32: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the City shall become the property of the City. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 33: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 34: PUBLIC RECORDS.** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.
- (c) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, [DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV) ,7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**SECTION 35: CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as required to perform the services pursuant to this Agreement or as otherwise expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"), which includes, but is not limited to, energy pricing information set forth in the City's agreements with third parties, systems and procedures employed by Consultant in providing the services, information regarding Consultant's other clients, and the compensation payable to Consultant pursuant to this Agreement; provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

**SECTION 36: EXPORT ADMINISTRATION.** Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

**SECTION 37: NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

**SECTION 38: SCRUTINIZED COMPANIES.**

(b) (a) The Consultant 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 Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant 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. If this Agreement is for one million dollars or more, the Consultant 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 Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant 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.

(d) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(e) The Consultant 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.

(f) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

(g) 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.

**REMAINDER OF THIS PAGE LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Code Enforcement Lien Recovery) as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:  
By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**CONSULTANT: Coast Professional, Inc.**

By: Micah Pulliam, CPA

Print Name: Micah Pulliam

Title: Chief Financial Officer



[Corporate Seal]

STATE OF LOUISIANA )  
PARISH COUNTY OF OUACHITA )

The foregoing instrument was acknowledged before me this 25th day of August, 2020, by Micah Pulliam, who was physically present, as CEO (title), of Coast Professional, Inc., a Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following n/a as identification.

Notary Public

Terry W. Johnson #34582

Print Name: Terry W. Johnson  
My commission expires: \_\_\_\_\_



OFFICIAL SEAL  
TERRY W. JOHNSON  
NOTARY PUBLIC NO. 34582  
STATE OF LOUISIANA  
PARISH OF OUACHITA  
My commission is for Life

**EXHIBIT "A"**

**(Consultant's Proposal)**

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 15, 2020

**DEPARTMENT:** Electric Utility

**TITLE:**

Policy Direction regarding the resumption of City utility disconnects for non-payment and amendment to Resolution 21-2020 to remove the reference to July 16, 2020 and insert “to the end of the City moratorium on utility disconnects currently in place”

**SUMMARY:**

Staff is seeking Policy Direction by the City Commission regarding rescinding the moratorium on City utility service shutoffs for non-payment.

**BACKGROUND AND JUSTIFICATION:**

City has been operating under a moratorium regarding City utility disconnects for non-payment effective March 17, 2020. Since that date Staff has been instructed to not shut off City utility service for non-payment.

At the June 30, 2020 electric utility meeting, the City Commission voted to approve resolution number 21-2020, a resolution that established a payment plan for utility customers with accounts subject to service disconnection during the period of March 16, 2020 to July 16, 2020 for non-payment. The resolution established a payment plan of 12 months for residential accounts and 24 months for commercial accounts that have become delinquent. At the same meeting the City Commission also approved the resumption of utility disconnects for non-payment beginning July 17, 2020.

At the July 21, 2020 meeting City’s Electric Utility Director informed the City Commission that utility disconnects planned to begin effective July 17, 2020 were deferred to make additional efforts to contact affected customers via phone and with door hangers to encourage them to elect to go on payment plans and avoid a service shutoff. The City Commission was supportive that such additional compassionate steps were being taken and requested that the Director bring the matter forward once again at a future meeting prior to resuming shutoffs. The City Commission again discussed the matter at the August 25th Electric Utility meeting and voted to extend the moratorium and bring the matter forward again at the September 15th, 2020 meeting.

All affected customers as of the July 17th, 2020 shutoff date have been contacted via phone and/or door hangers. In addition, Staff has continued with a proactive outreach program to contact affected customers to make them aware that shutoffs are imminent, make them aware once again of sources of assistance, and offering them the opportunity to enroll in a payment plan. As of September 9, 2020, City has 1,953 customers subject to shutoff with amounts in arrears of \$1.2 million, over 2,900 calls have been made since the July 17th original shutoff date, and over 892 customers have signed up for payment plans.

Also, Resolution 21-2020 set forth the payment plan for non-payment of utilities due to COVID. The payment plan opportunity was for customers with an “account subject to service disconnection for non-payment from March 16, 2020 to July 16, 2020.” Since the moratorium on disconnects has been extended since July 16, 2020, Resolution 21-2020 should be amended to delete “July 16, 2020” and insert “to the end of the City moratorium on utility disconnects currently in place”.

**MOTION:**

Move to approve/disapprove the resumption of City utility shutoffs for non-payment effective \_\_\_\_\_ and amend Resolution 21-2020 to remove the reference to July 16, 2020 and insert “to the end of the City moratorium on utility disconnects currently in place”.

**ATTACHMENT(S):**

Fiscal Impact Analysis- NA