



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, NOVEMBER 07, 2023 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Vice Mayor Christopher McVoy

**PLEDGE OF ALLEGIANCE:** led by Commissioner Sarah Malega

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

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

- A. Presentation by Tiffany Cox, Lake Worth Community High School Band Director brought forward by Mayor Resch
- B. [Municipal Tree Planting Partnerships Presentation by Mark Cassini, Co-Founder/Executive Director and Josh Weiner, Engagement & Communications Director of Community Greening](#)
- C. Quarterly CRA Update by Joan Oliva, CRA Director
- D. Proclamation declaring November 11-18, 2023 as National Hunger and Homelessness Awareness Week
- E. Proclamation declaring November 13-17, 2023 as American Education Week
- F. Proclamation declaring November 17-18, 2023 as The SMART Ride Weekend
- G. Proclamation declaring November 20, 2023 as Transgender Day of Remembrance
- H. Proclamation declaring November 25, 2023 as Small Business Day

**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. [October 3, 2023 - Regular meeting](#)
- B. [October 13, 2023 - Pre-agenda work session](#)
- C. [October 17, 2023 - Regular meeting](#)

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

- A. [Sargassum Grant Agreement](#)

- B. [Approve the renewal of the City's firewall hardware maintenance and subscription license renewal](#)

**PUBLIC HEARINGS:**

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

**UNFINISHED BUSINESS:**

- A. [Discussion regarding the Advisory Board Appointment Process](#)

**NEW BUSINESS:**

- A. [Community Fireworks Display Contract with Explosive Touch Enterprises LLC for 4<sup>th</sup> of July fireworks display](#)
- B. [Purchase Order with Allen Jay Fleet Services for the procurement of fleet replacement vehicles](#)
- C. [Discussion of the Tree & Landscape Board's recommendation regarding the planting of trees in Bryant Park](#)
- D. [Resolution No. 50-2023 – supporting the extension and continuation of the Palm Beach County one-cent sales surtax](#)

**UPCOMING MEETINGS AND WORK SESSIONS:**

November 17 @ 9 AM - pre-agenda work session  
November 27 @ 6:30 PM - District 3 public forum (open to ALL residents)  
November 28 @ 6 PM - utility meeting  
December 5 @ 6 PM - regular meeting

**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)





# Municipal Tree Planting Partnerships







## MISSION

*A collective effort to improve our environment for people & nature.*

## VISION

*An engaged community creating sustainable green spaces and building a vibrant tree canopy to equitably strengthen our environment, economy, society, and health.*

## VALUES

*Accountability, Community, Environment, Equity, Fun*



CG IS A PROUD MEMBER OF



## Trees Provide Ranging Benefits:

- ❖ Cooler Temperatures
- ❖ Reduction in Energy Usage
- ❖ Improved Stormwater Drainage/Reduced Flooding
- ❖ Cleaner Air
- ❖ Mental Health
- ❖ Carbon Storage & Sequestration
- ❖ Biodiversity
- ❖ Habitat for Wildlife
- ❖ Increased Property Value
- ❖ Food Security



### WHY THE TIME FOR TREES IS NOW

The necessities of life are at risk. The resources we often take for granted – clean air and water – are compromised. But together we can halt and even reverse the damage done. Trees are the simplest, most affordable and most effective solution to these issues, so if there ever was a time to plant trees, that time is now.

**Commitment:** We are partnering with the Arbor Day Foundation to help plant 100 million trees in forests and communities worldwide by 2022.

#### TREES & COMMUNITY

- Safety:** Residents with nearby trees and natural landscapes reported 25% fewer acts of violence.
- Value:** Having large trees along streets increases a home's value by 12%.
- Savings:** Trees reduce U.S. residential energy use by an average of 7.2% – an annual savings of \$100 for an average household.

#### THE SIZE AND POWER OF 100 MILLION TREES

- The Size:** 3,500 Central Parks
- The Impact:** 578,000 tons of chemical pollution removed from the air – enough to fill 70,000 Goodyear blimps

70,000

#### A TREE PLANTED TODAY MAKES LIFE BETTER FOR GENERATIONS TO COME.

- Healthier Environment:** Forests provide 75% of the world's accessible fresh water by removing impurities and preventing erosion.
- Healthier Economy:** Forests contribute \$33 billion to the global economy each year.
- Healthier Society:** 1/3 of modern medicine is derived from tropical forest plants, including treatments for diseases like cancer, malaria, and rheumatism.

The **TIME** for **TREES**  
An Arbor Day Foundation Initiative

Arbor Day Foundation

For more information, visit [timefortrees.org](http://timefortrees.org).



# What is Tree Canopy?



*Tree Canopy is a measurement of the amount of space covered by trees within a geographic area.*

The US Forest Service defines a **'healthy' urban tree canopy around 40%**. Unfortunately, **most South Florida cities have a tree canopy of 14-25%**, with some cities as low as 5%!

With very few exceptions, low tree canopy areas follow national trends and have a high percentage of BIPOC residents and low median household income.



**Tree Equity:** *"ensuring every city neighborhood has enough trees so that every person can benefit from them"*

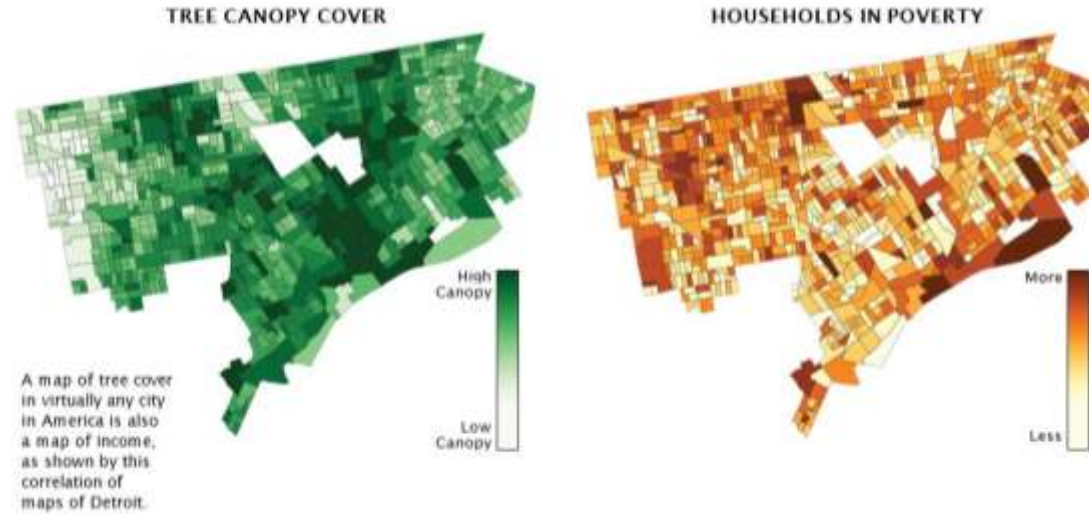
Trees in cities provide health, employment and climate resiliency benefits that everyone should have. They help fulfill our basic needs, such as breathing fresh air and drinking clean water. Trees also cool neighborhoods, which reduces heat-related illnesses and utility costs, and generate wealth by creating tree-related career opportunities. Much like buildings, streets and sewer lines, trees are critical infrastructure that improve our quality of life.

- American Forests | [americanforests.org](http://americanforests.org)

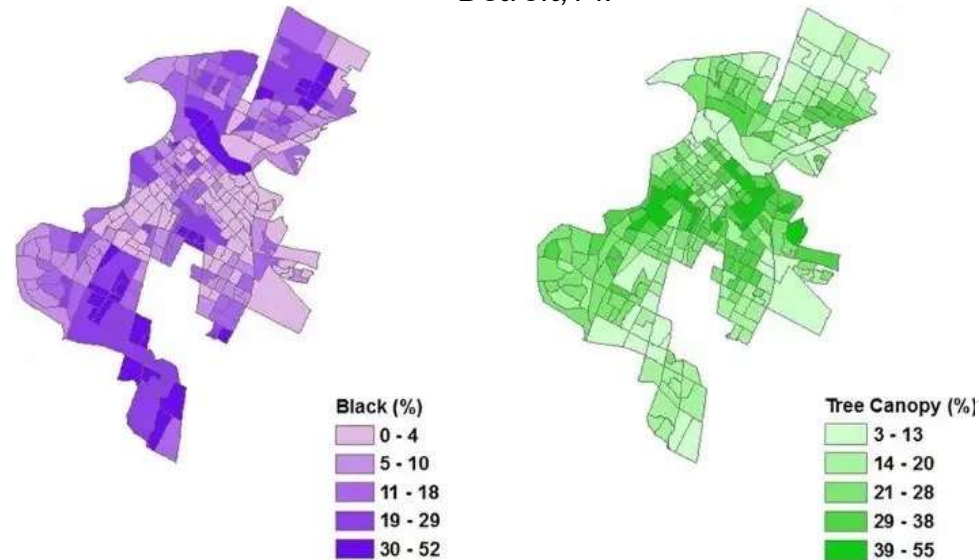


**Tree Equity is often a map of race & income.**

*In cities across America, wealthier areas almost always have significantly more trees – and enjoy the benefits that come with them.*



Detroit, MI



Sacramento, CA



## CITY

## CANOPY %

Hallandale Beach

14%

Boynton Beach

16%

Miami

19%

Delray Beach

23%

Boca Raton

26%

Tampa Bay

32%



# TREE CANOPY COVERAGE – NORTH AMERICAN CITIES



## CITY

## CANOPY %

Atlanta

47%

Baltimore

28%

Pittsburgh

41%

Savannah

44%

Toronto

31%

Washington, DC

35%

# TREE PLANTING CAMPAIGNS BY CITY

<u>City</u>	<u>Canopy</u>	<u>Trees Needed</u>
Delray Beach	23% → 28%	2,000 per year (2020-2025; 10k)
Boynton Beach	16% → 20%	3,000 per year (2020-2035; 45k)*
Hallandale Beach	14% → 28%	2,000 per year (2023-2025; 35k)





*City Tree Planting Campaigns involve significant logistical planning.*



## City Inter-departmental Tree Team

- ❖ Sustainability
- ❖ Parks
- ❖ Public Works
- ❖ Utilities
- ❖ Special Events & Police (if necessary)

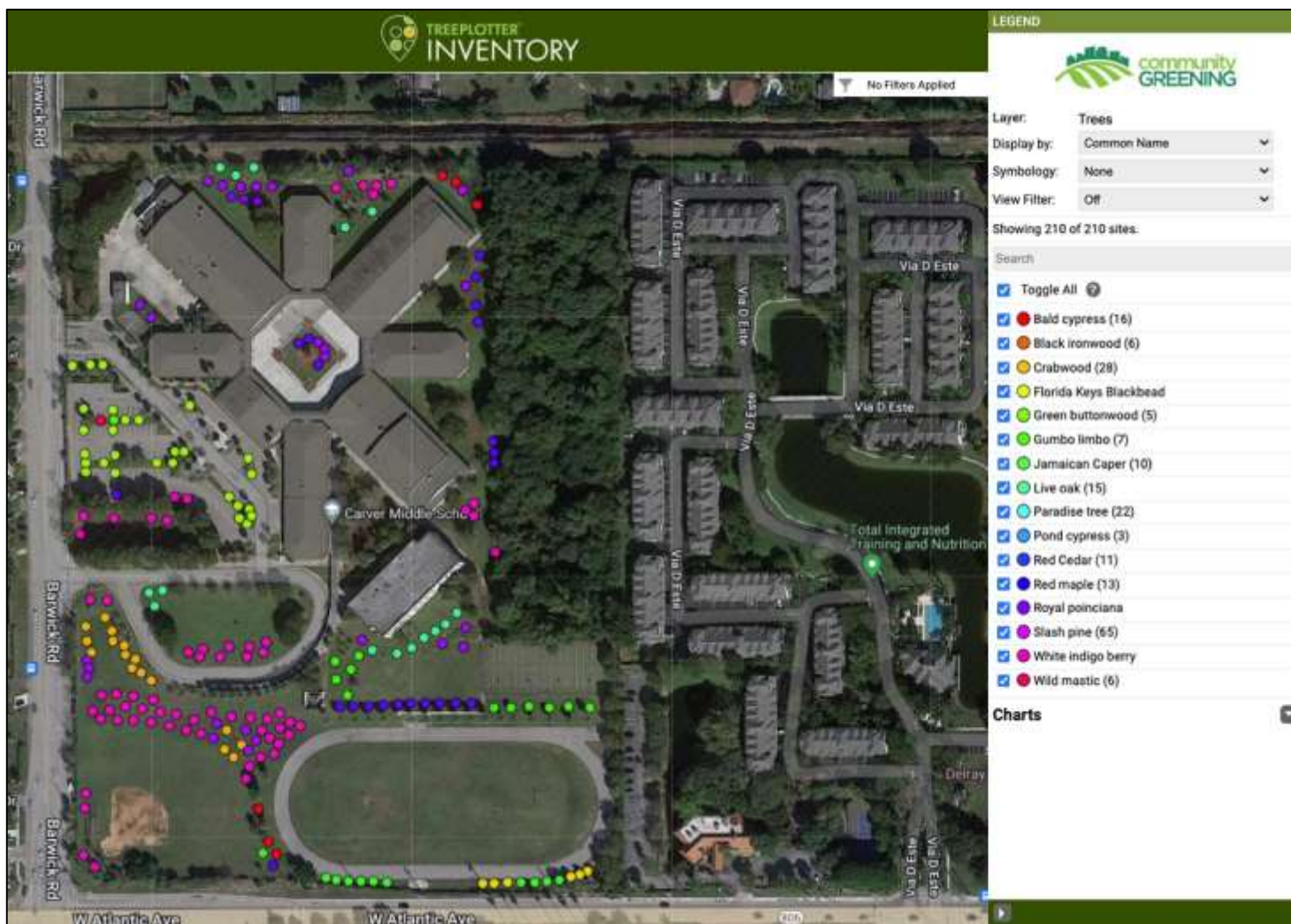
## Process

- ❖ Select planting locations
- ❖ Walk-through site with Community Greening
- ❖ Staff provide feedback on the site
- ❖ Site is designed by CG Certified Arborist
- ❖ Staff and Community Greening plan event logistics



# City Partnership Process: Planting Design

*A planting design is mapped out by a CG Certified Arborist utilizing feedback from City Partners.*



**City Property (Greenspace and Park) Planting:** *Utilizing municipality owned property, parks and city owned property are ideal locations for plantings to increase tree canopy. New trees will provide valuable shade, helping to increase park usage, they aid in stormwater drainage, provide habitat for wildlife, clean the air & water, and add beauty.*





**School Planting:** *School campuses offer a great opportunity for large tree plantings. School plantings can also help engage student volunteers and promote environmental stewardship in addition to the environmental benefits - improved stormwater drainage, cleaner air and water, and reduced energy costs.*



## City of Delray Beach School Plantings

Just this year alone, Community Greening has added 600 trees to school campuses in Delray Beach (Atlantic Community H.S, Carver Middle School, and Plumosa School of the Arts).

These new trees will help transform the campuses into greener spaces over the years and bring numerous environmental benefits for the students and school district.



**Tree Giveaways:** *Funded by a local municipality or corporate partner, residents can pick up free native or fruit trees to plant at their home. Tree Giveaways are an ideal opportunity to increase canopy on private property.*



## Tree Giveaway Details:

100-300 free trees distributed during a single giveaway event.

Giveaways can be held as a walk-up or drive-thru event.

Typically, 4-8 species are offered - a mix of native & fruit varieties.

Limit of two total trees per household to maximize participation.

Tree giveaways are often held in conjunction with various city and nonprofit events like Green Market.

**Urban Orchards:** *Vibrant green space that features an assortment of fruit trees, which produce delicious free fruit for the local community to pick. Urban Orchards help address food accessibility, promote healthy eating, and increase environmental stewardship.*



## The Community Grove

Delray Beach, FL

Once an illegal dumping ground, the Community Grove is now a beautiful urban orchard that is enjoyed by local residents.

Created in 2017 through a partnership with TD Green Streets, and numerous local organizations and partners.

The Grove was awarded the state's "Urban Forestry Program of the Year" by the Florida Urban Forestry Council in 2023.

CG has planted four Urban Orchards within Palm Beach County.



# YOUTH TREE TEAM

**YTT:** *The Youth Tree Team is a workforce development program, employing local high school students as part-time staff. YTT members get their first work experience by helping to maintain newly planted trees, learning about proper tree care and maintenance, and conducting community outreach. They also participate in environmental enrichment activities to help promote environmental stewardship, as well as discover 'green industry' career possibilities.*



LIBRA FOUNDATION





**Tree Techs:** *Community Greening employs full-time Tree Technicians to care for and maintain our trees. They are responsible for watering, weeding, and pruning during the establishment period while a tree is under contract for one year after planting.*







## Support Community Greening's Mission!

*There are lots of ways that you can help support Community Greening's mission to plant more trees in South Florida!*

*Sign-up as a volunteer for one of our upcoming tree events, become a corporate sponsor, dedicate a tree, or just follow us on social media.*

***For more info visit us at: [communitygreening.org](https://communitygreening.org)***





THANK YOU



community  
**GREENING**

[communitygreening.org](http://communitygreening.org)



**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, OCTOBER 3, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

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

**INVOCATION OR MOMENT OF SILENCE:** (0:53) was led by Commissioner Reinaldo Diaz.

**PLEDGE OF ALLEGIANCE:** (1:52) was led by Mayor Betty Resch.

**ADDITIONS/DELETIONS/REORDERING:** (52:56)

There were no changes to the agenda.

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

- A. Proclamation declaring October 2-8, 2023 as Florida Climate Week (2:53)
- B. Proclamation declaring October 2-6, 2023 as Customer Service Week (7:25)
- C. Proclamation declaring October 2023 as LGBT History Month (12:12)
- D. Proclamation declaring October 2023 as Breast Cancer Awareness Month (17:33)
- E. Proclamation declaring October 2023 as Domestic Violence Awareness Month (19:35)
- F. PBSO Crime Stats Update by Capt. Todd Baer (21:26)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (38:49)

**Action:** Consensus to reorder the agenda so that Public Participation would follow Commission Liaison Reports and New Business D, Discussion regarding FY 2024 Legislative Requests, would follow Public Participation. (52:58)

(moved from after City Attorney's Report) **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (54:06)

The meeting recessed at 7:13 PM and reconvened at 7:21 PM.



(moved from later in the agenda) **NEW BUSINESS:**

D. Discussion regarding FY 2024 Legislative Requests (1:20:06)

**CITY MANAGER'S REPORT:** (2:07:43)

City Manager Davis provided the following report:

- announced she was attending the International City Manager Conference in Austin, Texas and would bring back some good ideas to the city
- said that an email would go out regarding the City Manager Performance Review and she would submit her self-evaluation by October 16
- thanked Jamie Brown, Interim Assistant City Manager, for doing a great job in her absence

**CITY ATTORNEY'S REPORT:** (2:09:13)

A. Presentation regarding the new Form 6 reporting requirement for elected officials

City Attorney Torcivia provided the following report:

- reported that residential tenancy ordinances were no longer permissible; the City Attorney would prepare an ordinance repealing the previous ordinance

(moved to follow Commission Liaison Reports) **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:** (2:35:09)

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

- A. Regular Meeting - September 5, 2023
- B. Pre-Agenda Work Session - September 8, 2023
- C. Special Meeting (1st Budget Hearing) - September 14, 2023

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

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items) (2:35:18)

- A. Proclamation declaring October 10, 2023 as Taiwan's 112th National Day
- B. Fiscal Year 2024-2025 Florida Recreation Development Assistance Application for Sports Lighting at Northwest Park

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

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

**PUBLIC HEARINGS:**

There were no Public Hearing items on the agenda.

**UNFINISHED BUSINESS:**

A. Consideration of Utilizing Transfer Development Rights Trust Funding for Year Two of Mobility Plan (2:35:33)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve utilizing Transfer Development Rights Trust Funding for Year Two of Mobility Plan.

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

**NEW BUSINESS:**

A. Purchase Order with Rep Services, Inc., to acquire Beach Playground equipment (2:49:04)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Purchase Order with Rep Services, Inc., to acquire Beach Playground equipment.

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

B. Third Amendment to Retail Lease with NuStart, Ltd., the current tenant/assignee (2:54:01)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Third Amendment to Retail Lease with NuStart, Ltd., the current tenant/assignee.

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

C. Work Order #11 with The Paving Lady (2:54:57)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Work Order #11 with The Paving Lady.

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

D. (moved to follow Public Participation) Discussion regarding FY 2024 Legislative Requests



**UPCOMING MEETINGS AND WORK SESSIONS:**

October 13 - Pre-agenda Work Session @ 9 AM

October 17 - Regular Meeting @ 6 PM

**ADJOURNMENT:** (2:55:12)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 8:56 PM.

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

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

ATTEST:

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

Minutes approved November 7, 2023

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION PRE-AGENDA WORK SESSION  
CITY HALL COMMISSION CHAMBER  
FRIDAY, OCTOBER 13, 2023 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:11 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach.

**ROLL CALL:** (0:34) Present were Mayor Betty Resch and Commissioner Sarah Malega. Also present were City Manager Carmen Davis, Assistant City Manager Jamie Brown and Deputy City Clerk Shayla Ellis. Vice Mayor Christopher McVoy and Commissioners Kimberly Stokes and Reinaldo Diaz were absent.

**UPDATES / FUTURE ACTION / DIRECTION:**

**ADJOURNMENT:**

The meeting adjourned at 9:11 AM due to the lack of a quorum..

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

ATTEST:

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

Minutes Approved: November 7, 2023

Item time stamps refer to the video available on YouTube.



**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, OCTOBER 17, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:06 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:17) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes (via zoom) and Reinaldo Diaz. Also present were City Manager Carmen Davis (via Zoom), Interim Assistant City Manager Jamie Brown, City Attorney Glen Torcivia and Deputy City Clerk Shayla Ellis.

**INVOCATION OR MOMENT OF SILENCE:** (0:33) was led by Commissioner Sarah Malega.

**PLEDGE OF ALLEGIANCE:** (1:17) was led by Mayor Betty Resch.

**ADDITIONS/DELETIONS/REORDERING:** (1:43)

Consent Agenda, Item E was reordered to Presentations, Item C and all remaining presentations were reordered accordingly.

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

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

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

- A. Proclamation declaring October 14, 2023 as International E-Waste Day brought forward by Mayor Resch (4:08)
- B. Proclamation declaring October 20, 2023 as "el Dia del Gualtmalteco" brought forward by Vice Mayor McVoy (7:00)
- C. (reordered) Proclamation declaring November 2023 as American Indian Heritage Month (21:25)
- D. (reordered) Presentation of MMC (Master Municipal Clerk) designation to Melissa Ann Coyne, City Clerk, by Renee Basel, Palm Beach County Municipal Clerk Association President (22:54)
- E. (reordered) Palm Beach Fire Rescue report by Geraldine Jaramillo, District Chief (32:28)

F. (reordered) Proclamation declaring October 16-22, 2023 as Florida Government Week (49:39)

G. (reordered) Proclamation declaring October 23-31, 2023 as Red Ribbon Week (51:22)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (53:04)

**Action:** Consensus to reschedule the utility city commission meeting scheduled for October 31<sup>st</sup> to another date within the month. (1:06:43)

**CITY MANAGER'S REPORT:** (1:09:35)

Interim Assistant City Manager Brown provided the following report:

- Shayla Ellis, Deputy City Clerk, was inducted as a Paul Craig Athenian Fellow by the IIMC Athenian Leadership Society.
- Melissa Coyne, City Clerk, was reelected as Secretary for the Palm Beach Municipal Clerk's Association.
- Business Advisory Board meeting is scheduled on Thursday, October 19<sup>th</sup> at 6:00 PM in the City Hall Conference Room.

**CITY ATTORNEY'S REPORT:** (1:10:56)

City Attorney Torcivia did not provide a report.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (1:11:37)

**APPROVAL OF MINUTES:** (1:21:28)

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

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

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

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items) (1:21:35)

- A. Fiscal Year 2024 Justice Assistance Grant Agreement
- B. Settlement of personal injury lawsuit N. D'Angelo v. City of Lake Worth Beach
- C. Interlocal Agreement with Palm Beach County to increase the bandwidth of the City's internet access



- D. Microsoft Enterprise Agreement Contract Renewal
- E. Proclamation declaring November 2023 as American Indian Heritage Month (reordered to Presentations, Item C)

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

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

**PUBLIC HEARINGS:**

There were no Public Hearing items on the agenda.

**UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:**

- A. Contract with GT Supplies for the repair and maintenance of City Solid Waste dumpsters and roll-off containers (1:21:43)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the Contract with GT Supplies for the repair and maintenance of City Solid Waste dumpsters and roll-off containers.

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

- B. Ordinance No. 2023-19 – First Reading - Repeal of Section 20-20 “Required Fair Written Notice of Termination of Monthly Residential Tenancy without Specific Duration” and Section 20-21 “Required Fair Written Notice of Rental Payment Increases for Residential Tenancies” (1:21:56)

City Attorney Torcivia read the ordinance by title only:

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

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Ordinance No. 2023-19 on first reading and set the second reading and public hearing for November 7, 2023.

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

**UPCOMING MEETINGS AND WORK SESSIONS:**

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

**ADJOURNMENT:** (1:22:59)

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to adjourn the meeting at 7:29 PM.

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

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

ATTEST:

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

Minutes approved November 7, 2023

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



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** November 7, 2023

**DEPARTMENT:** Leisure Services

**TITLE:**

Sargassum Grant Agreement

**SUMMARY:**

The State of Florida, Division of Emergency Management has made general revenue available to local jurisdictions in South Florida in response to the Sargassum emergency. The Sargassum Grant Agreement sets forth the terms and conditions for the reimbursement of \$4,650 the City incurred for the removal of sargassum from the municipal beach.

**BACKGROUND AND JUSTIFICATION:**

The Florida Legislature has made nonrecurring general revenue available to the Florida Division of Emergency Management (FDEM) in response to the Sargassum emergency that impacted South Florida earlier this year. FDEM will allow reimbursement to local jurisdictions in South Florida for expenses resulting from Sargassum removal from beaches within their immediate area of operations or jurisdiction.

In accordance with instructions provided in the notification of the availability of this funding issued by FDEM in July 2023, the City submitted a summary of expenses it incurred for Sargassum removal from its municipal beach during the period of January 2023 through June 2023. The removal of Sargassum from the municipal beach was performed by Beachkeeper, Inc., a contractor with the City to provide beach clean-up and maintenance services.

FDEM approved an award in the amount of \$4,650 based on the City's application for these past expenses. The Sargassum Grant Application sets forth the terms and conditions for the reimbursement of these expenses. The award amount can only be spent as reimbursement of these past expenses as listed in the City's application. Reimbursement for continuous clean-up will not be permitted.

**MOTION:**

Move to approve/disapprove and authorize the Mayor to execute the Sargassum Grant Agreement with FDEM.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**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	4,650	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	4,650	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Grant Fund	Leisure Services
Division	Culture/Recreation	Beach
GL Description	Other Contractual	Other Contractual
GL Account Number	180-0000-331-70-00	140-8072-572.34-50
Project Number	TBD	TBD
Requested Funds	\$4,650	\$4,650
Remaining Balance	N/A	N/A

**STATE-FUNDED GRANT AGREEMENT  
SARGASSUM GRANT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Lake Worth Beach (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATION, AND POLICIES

- a. As required by section 215.971(1), Florida Statutes, this Agreement includes:
  - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
  - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
  - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
  - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
  - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
  - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT



a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Emily Benton

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

Telephone: 850-755-1567

Email: [Emily.Benton@em.myflorida.com](mailto:Emily.Benton@em.myflorida.com)

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Name: Rudolph Galindo

Address: 7 North Dixie Hwy

City, State, Zip: Lake Worth Beach, FL, 33460

Telephone: 561-227-4048

Email: rgalindo@lakeworthbeachfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement **shall begin October 1, 2023 and shall end on June 30, 2024**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined the Budget and Scope of Work in Attachment A of this Agreement. The maximum payment amount for the entirety of this Agreement is \$4,650.00
- d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable

discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three (3) basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.



d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work in Attachment A and all other applicable laws and regulations.

**If the subcontractor has any questions regarding the application of Chapter 119, Florida Statutes, to the subcontractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:**

**(850) 815-4156**

**[Records@em.myflorida.com](mailto:Records@em.myflorida.com)**

**2555 Shumard Oak Boulevard, Tallahassee, FL 32399**

**(10) AUDITS**

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this Paragraph directly to each of the following:

i. The Division of Emergency Management

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

#### (11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Budget and Scope of Work, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment G.

#### (12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Budget and Scope of Work in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to



keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information.

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, unless the event is covered by financial consequences listed in the Budget and Scope of Work, the Division shall provide the Recipient a thirty (30) day written notice within which the Recipient may cure the default. However, upon the Recipient's failure to cure the default within the thirty (30) day notice period, the Division shall exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law;

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend, or waive any

other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Exhibit 2 – Florida Single Audit Act

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Justification of Advance Payment

Attachment E – Warranties and Representations

Attachment F – Certification Regarding Debarment

Attachment G – Sargassum Clean-up Report Cover Sheet /Closeout Report

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a fixed-fee basis as needed.

b. Invoices shall be submitted in accordance with Attachment A and shall include the supporting documentation for the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (8) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100



In accordance with section 215.34(2), Florida Statutes if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment" (Attachment F) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any

subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery

or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

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

Name and title: \_\_\_\_\_

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

**Include a copy of the Delegation of Authority for the signatory, if applicable.**

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, Director of the Division of Emergency Management, or Ian Guidicelli as  
Authorized Designee

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

**Exhibit – 1**

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance title: **Sargassum Clean Up Program**

Catalog of State Financial Assistance number: **31.083**

**§**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Florida Single Audit Act, section 215.97, Florida Statutes

**Exhibit – 2**  
**Florida Single Audit Act**

<b>Audit Compliance Certification</b>	
<b>Email a copy of this form at the time of agreement submission to the Division at:</b>	
<a href="mailto:DEMSingle_Audit@em.myflorida.com">DEMSingle_Audit@em.myflorida.com</a> .	
<b>Recipient:</b>	
<b>FEIN:</b>	<b>Sub- Recipient's Fiscal Year:</b>
<b>Contact Name:</b>	<b>Contact's Phone:</b>
<b>Contact's Email:</b>	
<p>1. Did the Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Florida Division of Emergency Management (Division)? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Recipient exceed \$750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p><b>If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did <b>Recipient</b> expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Recipient exceed \$750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p><b>If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.</b></p>	
<b>By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.</b>	
<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name of Authorized Representative</b>	<b>Title of Authorized Representative</b>

**Attachment A**  
**Budget and Scope of Work**

**Budget**

For the described tasks and deliverables, compensation shall not exceed the total maximum amount of:

Category	Budgeted Amount
1: Sargassum Clean-up	\$4,650.00
<b>TOTAL</b>	<b>\$4,650.00</b>

This is a reimbursement grant agreement to accomplish the scope identified in the laws, statutes, regulations, and this Agreement. It is not subject to adjustment due to the actual cost experience of the Recipient in the performance of the deliverables and requirements listed in the agreement. Prior to payment, tasks, deliverables, and reimbursement requests are subject to review and acceptance by Florida Division of Emergency Management.

**Purpose**

At the direction of the Florida Legislature, the Florida Division of Emergency Management (FDEM or Division) will be provided \$5,000,000 in non-reoccurring general revenue funding in response to the Sargassum emergency emerging in South Florida. The Division will allow reimbursement to counties, cities, that result or have resulted in sargassum removal. Additionally, funding will be to reimburse Florida Atlantic University (FAU) in Monroe County to finalize their study of Sargassum, which may lead to the creation of single-use plastic. If completed, this would help solve future Sargassum issues, turning Sargassum into usable products.

**Scope**

The Recipient will submit an application and request an award amount. An amount approved by the Division will be extended to the Recipient. The Recipient will use the award amount to reimburse expenditures in one category, Sargassum Clean-up. Sargassum Clean-up consists of direct and indirect costs relating to the cleanup of Sargassum by the Recipient from Florida beaches within the recipients immediate area of operations or jurisdiction. These costs could include salaries, equipment costs, procured items, etc. The award amount may only be spent on past expenses listed in the Recipients application, beginning on January 1, 2023, for which a specific amount was awarded. The award may not be spent on continuous cleanup throughout the period of performance.

**Requirements**

The Division will use Salesforce as its Grant's Management platform for this grant. All Deliverables, reports, and financial activities (reimbursement requests) must be submitted to Salesforce via the Division's established protocols. These protocols will be sent to the Recipient as a Salesforce External User Guide, and additional Salesforce training may be provided to the Recipient by the Division.

**Deliverables**

Deliverable Due-Date Schedule

Deliverables	Due Date
1: Sargassum Clean-up Report	Prior to June 30, 2024



2: Closeout Report	August 29, 2024, or 60 days after submission of final Sargassum Clean-Up Report
--------------------	---

The Sargassum Clean-up Report is due prior to June 30, 2024. The Closeout Report is due August 29, 2024, or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first. August 29, 2024 is the last day requests for reimbursement in DEMES (Salesforce) will be accepted.

The Sargassum Clean-up Reports are the initial basis for a reimbursement claim under this grant agreement. Reports must be based on the Deliverable Due-Date Schedule; however multiple Reports may be submitted throughout the grant year if the Recipient wishes to make additional requests for reimbursement. At a minimum, a Sargassum Clean-up Report must contain a complete Attachment G - Sargassum Clean-up Report Cover Sheet /Closeout Report. If the Recipient wishes to claim reimbursement for expenses, the Recipient’s Report must also include:

1. A completed application submitted to the Grant Manager.
2. Receipts of each claimed with the task with the activity # clearly written in the corner

The Sargassum Clean-up Reports should also include any other supporting documentation to help verify the veracity and appropriateness of a purchase. All supporting documentation must have the activity # written in the corner for tracking and verification purposes.

The Sargassum Clean-up Report should be in order, with receipts and supporting documentation for each activity grouped together.

To correctly the application, the Recipient must assign each reimbursement line item an activity #, starting at 1 and ascending (2, 3, 4, etc.). This is for tracking and verification purposes. This activity # will be unique for the purchase and must be written on the corner of the purchase receipt and supporting documentation. After assigning an activity #, the Recipient will need to fill-out the relevant information for the activity #. Activity Description/Justification must tie the activity to relevant Sargassum Clean-up activities.

**Salesforce**

Deliverables shall be submitted on the Division’s Salesforce platform in the Deliverable object. The Recipient’s Sargassum Clean-up Report and Closeout Report shall be compiled by the Recipient into a single document wherever possible when submitting for deliverable approval. The deliverable shall include all required forms and supporting documents sufficient to verify the accuracy of deliverable completion.

Following review and approval of the deliverable by the Division’s assigned Grant Manager, the Recipient shall submit a reimbursement request on the Division’s Salesforce Platform on the Financial Activity object. In the Financial Activity, the Recipient shall attach their approved deliverable in the “Deliverable” field, and upload the full Quarterly Report deliverable submission.

**Financial Consequences**

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- Reduction of the maximum payable amount based on the applicable percentage of each task not successfully completed.

Failure to submit deliverables by the due date shall result in the following penalty:

- Reduction of the deliverable payment amount to the Recipient by 5% if the deliverable is not submitted by the due date, and a reduction of 5% for each further thirty (30) calendar day period in which the deliverable is not submitted.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division in writing immediately to request a due date extension. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

**Attachment B**

**Program Statutes and Regulations**

1. Florida Single Audit Act, section 215.97, Florida Statutes

**Attachment C**  
**Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule that govern the application, acceptance and use of State funds for this State-funded Agreement. The Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
5. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Division of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.



Attachment D

**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>  Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
---

If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

<b>BUDGET COST CATEGORY (List Applicable Cost Category)</b>	<b>2020-2021 Anticipated Budget Category Expenditures for Advance Payment Request</b>
<b>TOTAL ANTICIPATED EXPENSES:</b>	\$0.00

**BUDGET CATEGORY & COST JUSTIFICATION:** (For each budget category and cost, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Agreement Performance Period. Support documentation should include anticipated training, POIs, planning project expenses, and administrative costs (as applicable) to provide the Division with reasonable and necessary justification for the advance request. Any advance funds not expended within the first ninety (90) days of the Agreement's execution shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days after the ninety (90) day timeframe expires, along with any interest earned on the advance.

--

## Attachment E

### **Warranties and Representations**

#### Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
  
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
  
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
  
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
  
- (5) Written procedures to determine whether costs are allowable and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.
  
- (6) Cost accounting records that are supported by backup documentation.

#### Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

#### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site.

#### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all work for which they are hired by the Recipient.

**Attachment F**

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective Subcontractor, BEACHKEEPER, INC. of the Recipient certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's Subcontractor is unable to certify to the above statement, the prospective Subcontractor shall attach an explanation to this Form.

SUBCONTRACTOR:

Shere Rowland

Recipient's Signature

CITY OF LAKE WORTH BEACH

Recipient's Printed Name

BETTY RESCH, MAYOR

Name and Title

T0336

FDEM Agreement Number

7 NORTH DIXIE HIGHWAY

Street Address

Project Number (if applicable)

LAKE WORTH BEACH, FL 33460

City, State, Zip

10/10/23

Date



## Attachment G

### Sargassum Clean-up Report Cover Sheet/Closeout Report

For use with any deliverable submission including quarterly reports, closeout reports, and financial activities

<b>Recipient:</b>					<b>Grant #</b>	
<b>Quarter:</b>	Q1 <input type="checkbox"/>	Q2 <input type="checkbox"/>	Q3 <input type="checkbox"/>	Q4 <input type="checkbox"/>	<b>Agreement Closeout</b> <input type="checkbox"/>	
<b>#</b>	<b>Deliverables</b>		<b>Amount Requested</b>	<b>Amount Received</b>	<b>Amount Remaining</b>	
1	Sargassum Clean-up					
	<b>TOTAL AMOUNTS:</b>		\$0.00	\$0.00	\$ 0.00	

*I certify that to the best of my knowledge the billed costs are in accordance with the Terms of this Agreement, and that I am authorized to submit this form on behalf of the Recipient. If Agreement Closeout is checked, I certify that the amounts received and remaining are correct, and I certify the agreement is in closeout.*

\_\_\_\_\_

*Print Name of Authorized Official*

\_\_\_\_\_

*Title of Authorized Official*

\_\_\_\_\_

*Signature of Authorized Official*

\_\_\_\_\_

*Signature Date*

#### Report Narrative

Use the space below to provide updates and give details of Deliverable activities performed during the Performance Period. If submitting with a reimbursement, list any irregularities or notes you wish to bring to the Division's attention.

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** November 7, 2023

**DEPARTMENT:** Information Technology

**TITLE:**

Approve the renewal of the City's firewall hardware maintenance and subscription license renewal

**SUMMARY:**

Approve and authorize the Purchase Order for renewal of the city's firewalls hardware maintenance and license subscription through supplier under State of Florida Master Contract # 43230000-23-NASPO-ACS.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach is currently using firewalls for network security. The renewal of the City's firewall hardware maintenance and license subscriptions provides the required protection for the City's IT network. This will be a continuous yearly expense and the amount will vary on a yearly basis. In order to keep the City's network secure, specific information is not made public.

**MOTION:**

Move to approve/disapprove the renewal of the City's firewall hardware maintenance and subscription license.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Quote not included due to confidentiality per Florida Statute 119.0725

**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>
<b>Inflows/Revenues</b>					
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
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	101,364	120,000	135,000	150,000	165,000
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b> <i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b> <b>Employee Positions</b>	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	<b>Information Technology</b>
<b>Division</b>	
<b>GL Description</b>	
<b>GL Account Number</b>	510-1520-519.46-21      510-1520-519.52-65
<b>Project Number</b>	n/a
<b>Requested Funds</b>	\$71,357.32      \$30,006.29
<b>Remaining Balance</b>	\$98,169.68      \$723,442.98
<b>Source of Revenue</b> (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	<b>Current Revenues</b>

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** November 7, 2023

**DEPARTMENT:** City Attorney

**TITLE:**

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

**SUMMARY:**

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

**BACKGROUND AND JUSTIFICATION:**

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

The ordinance was approved unanimously at the October 17 city commission meeting.

**MOTION:**

Move to approve / disapprove Ordinance No. 19-2023, repealing Section 20-20 “Required Fair Written Notice of Termination of Monthly Residential Tenancy without Specific Duration” and Section 20-21 “Required Fair Written Notice of Rental Payment Increases for Residential Tenancies” .

**ATTACHMENTS:**

Ordinance No. 19-2023  
Copy of Section 83.425, Florida Statutes

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

87

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

93

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

96

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

101

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

104

105 The passage of this ordinance on first reading was moved by Vice Mayor McVoy,  
106 seconded by Commissioner Malega, and upon being put to a vote, the vote was as  
107 follows:

108

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

114

115 The Mayor thereupon declared this ordinance duly passed on first reading on the  
116 17<sup>th</sup> day of October, 2023.

117

118

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

122

123

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

129

129

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

132

133

134

LAKE WORTH BEACH CITY COMMISSION

135

136

137

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

138

139 ATTEST:

140

141

142

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

Select Year:

## The 2023 Florida Statutes

---

[Title VI](#)

CIVIL PRACTICE AND PROCEDURE

[Chapter 83](#)

LANDLORD AND TENANT

[View Entire Chapter](#)

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

**History.**—s. 1, ch. 2023-314.

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** November 7, 2023

**DEPARTMENT:** City Commission

**TITLE:**

Discussion regarding the Advisory Board Appointment Process

**SUMMARY:**

The City Commission will revisit the advisory board process, particularly concerning whether to implement terms for board members.

**BACKGROUND AND JUSTIFICATION:**

Ordinance 2022-02, passed on March 1, 2022, revised the advisory board appointment process so that all appointments would be made by the City Commission as a whole, for unspecified terms (except for the CRA which is governed by State Statute). The City Commission will discuss whether to implement terms for the advisory boards.

There are other policies to discuss:

1. attendance policy -- the attendance policy for all boards is that if a board member misses three (3) consecutive meetings or 20% or 25% of meetings in a one-year period (depending on the board) they are removed from the board.
  - a. boards that meet on less than a monthly basis should have a different percentage (for example, the Library Advisory Board only meets quarterly so if someone misses 1 meeting in a year, they would be removed)
  - b. should extenuating circumstances such as medical or other issues be addressed
  - b. the policy states all meetings but should be changed to regular meetings as there is no action at workshops
  - c. the policy regarding attending meetings via Zoom is that an absent member may participate by telephone conference/Zoom only in extraordinary circumstances, such as serious illness, receiving medical treatment, or unable to attend due to being physically disabled; should this be changed to allow for attendance by Zoom as long as there is a physical quorum
  - d. when a board member is removed for any reason, should there be a period of time before one can re-apply to be back on that board
2. residence policy
  - a. should be specified whether someone can just own property or be a full time resident
3. removal policy – should there be a policy regarding removing a board member for an issue other than attendance

Should the City Commission decide to change any policies, an ordinance would be brought to a future meeting for approval.

**MOTION:**

Directions sought regarding change to any policies in the advisory board appointment process



**ATTACHMENT(S):**

Ordinance 2022-02

**ORDINANCE 2022-02 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 2, "ADMINISTRATION", ARTICLE I, "GENERAL", AT SECTION 2-9, "RESIDENCE REQUIREMENT; BOARDS NOT CREATED BY LEGISLATIVE PROCESS", TO RENAME SECTION 2-9 TO BE ENTITLED, "CITY BOARD APPOINTMENT PROCESS, TERMS OF OFFICE, AND RESIDENCE REQUIREMENT" AND BY CREATING THEREIN A NEW APPOINTMENT PROCESS FOR ALL MEMBERS OF CITY BOARDS, CHANGING THE TERMS OF OFFICE TO UNSPECIFIED TERMS FOR ALL NEWLY APPOINTED BOARD MEMBERS, AND INCLUDING WITH REVISION THE CURRENT RESIDENCE REQUIREMENT FOR MEMBERS OF CITY BOARDS; REPEALING SECTION 2-12, APPOINTMENT OF MEMBERS OF CITY BOARDS AND TERMS OF OFFICE; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE**

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

**WHEREAS**, in 2013, the City changed section 2-12 of the City's Code of Ordinances regarding the appointment process of members of city boards to individual appointments by Commission members with ratification by the entire Commission; and

**WHEREAS**, currently city board members serve a set term of office as established by each board's enabling legislation and may only be removed for cause; and

**WHEREAS**, the City Commission recognizes the need for additional transparency in the board member appointment process and the ability to remove and appoint board members at the sole pleasure of the City Commission and without cause; and

**WHEREAS**, the City Commission desires to return to an appointment process where city board members are appointed by City Commission ranking after a public interview process of each potential board member; and

**WHEREAS**, the City Commission also desires to have all board members' terms of office to be for an unspecified period of time to allow for the City Commission to remove and appoint advisory board members at the sole pleasure of the City Commission and without cause; and

**WHEREAS**, the City Commission also desires to maintain (with minor revisions) the current section 2-9 of the City's Code of Ordinances regarding the residence requirement for members of city boards; and

**WHEREAS**, the City Commission has reviewed the amendments set forth in this ordinance to the City's advisory board appointment process, terms of appointment, and residence requirement and has determined that the amendments are in the best interest of the public health, safety and general welfare of the City, its residents and visitors and serve a valid public purpose.

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

**Section 1:** That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct findings of the City Commission and are made a specific part of this ordinance as if set forth herein.

**Section 2:** Chapter 2, Administration, Article I, General, Section 2-9, "Residence requirement; boards not created by legislative action", is hereby amended as follows (underlined language is added and strike-through language is deleted):

**Sec. 2-9. City board appointment process, terms of office, and rResidence requirement; boards not created by legislative action.**

- (a) Appointment of members to all city boards created by the City Commission shall be as follows:
- (1) At least twice per year, or more frequently as determined by the City Commission, the City Commission shall conduct a public interview meeting with prospective applicants to city boards and shall select the board members at the meeting based upon the Commission members' ranking of the applicants.
  - (2) The City Clerk's office shall establish procedural guidelines to:
    - (i) Provide public notice of all vacancies on the City's boards, request applications for the same, and set a deadline for the receipt of applications;
    - (ii) Provide notice to the City Commission of all vacancies on city's boards and request a date for the next public interview meeting from the City Commission;
    - (iii) Provide notice to all applicants of the public interview meeting;
    - (iv) Assist the Commission in the orderly public interview of all applicants and the Commission's ranking of the same; and,
    - (v) Establish such other procedural guidelines as may be necessary to implement the City board appointment process in a fair and equitable manner.
- (b) Upon the adoption of this Ordinance, all newly appointed city board members shall be appointed by the City Commission for an unspecified term, shall serve solely at the pleasure of the City Commission, and may be removed from their appointment at any time without cause by a majority vote of the City Commission. Upon the removal of any newly appointed board member, or upon a vacancy for any reason, a new replacement board member shall be appointed by the City Commission; however, all board members are eligible for reappointment.
- (c) Each person who serves on any city board created by the City Commission, ~~commission, authority, council, agency or panel~~ that was not created by legislative action shall either maintain a bona fide residence in the City, own a business having a permanent location in the City, or be the principal stockholder of a corporation or other business entity having a permanent business location in the City. Whenever an appointment to any such board, ~~commission, authority, council, agency or panel~~ is to be made and the City Commission's ranking results in a tie, if, the choice is between a person who maintains a bona fide residence in the City and a person who does not maintain a bona fide residence in the City, if the person who maintains a bona fide residence in the City meets all other requirements of the position to be filled, he or she shall be appointed. All other City Commission rankings that result in a tie shall be decided by majority vote. A bona fide residence, for the purpose of this section, is a permanent domicile which has not been adopted with the intention of again taking up or claiming a previous residence acquired outside of the City limits. The principal stockholder of a corporation or other business entity, for the purpose of this section,

is any person whose ownership interest in the corporation or other business entity is not exceeded by any other person.

(d) All city boards created by general law, special act of the legislature, or pursuant to other authority, shall follow the requirements of the enabling legislation when such legislation is in conflict with this section.

(e) All city boards are authorized to convert any publicly noticed meeting into a workshop session when a quorum is not reached at said meeting. The decision to convert the meeting into a workshop session shall be determined by the chair of the board, or the chair's designee, who is present at the meeting. No official action shall be taken at the workshop session; however, the members present should limit their discussion to the items on the agenda for the publicly noticed meeting. All such workshop sessions shall be open to the public and minutes of the workshop session shall be recorded.

~~(b) Notwithstanding the provisions of subsection (a) above, each nonresident who serves on any such board, commission, authority, council, agency or panel on May 14, 1992, shall continue to serve until his or her term expires or, if service is for an indefinite term, until a successor is appointed to replace him or her.~~

**Section 3:** Chapter 2, Administration, Article I, General, Section 2-12, "Appointment of members of city boards and terms of office", is hereby repealed.

**Section 4:** Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 5:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6:** Codification. The sections of the ordinance shall be made a part of the City Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

**Section 7:** Effective Date. This ordinance shall become effective 10 days after passage.

The passage of this ordinance on first reading was moved by Commissioner McVoy, seconded by Commissioner Stokes and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	NAY
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kimberly Stokes	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 15<sup>th</sup> day of February, 2022.

The passage of this ordinance on second reading was moved by Commissioner McVoy, seconded by Commissioner Stokes and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	NAY

Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kimberly Stokes	AYE

The Mayor thereupon declared this ordinance duly passed on the 1<sup>st</sup> day of March, 2022.

LAKE WORTH BEACH CITY COMMISSION

By:   
Betty Resch, Mayor

ATTEST:



Melissa Ann Coyne, City Clerk



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** November 7, 2023

**DEPARTMENT:** Leisure Services

**TITLE:**

Community Fireworks Display Contract with Explosive Touch Enterprises LLC for 4<sup>th</sup> of July fireworks display

**SUMMARY:**

Community Fireworks Display Contract with Explosive Touch Enterprises LLC., for the 4<sup>th</sup> of July fireworks displays for 2024, 2025 and 2026.

**BACKGROUND AND JUSTIFICATION:**

The City issued Request for Proposals (RFP) #23-208 for the purpose of providing a fireworks display for Fourth of July festivities at Bryant Park. The City received no submissions in response to the RFP and subsequently canceled the RFP. In accordance with the City's procurement code and policy, the City approached the market to obtain required services. The City received two quotes in response to the search. The City desires to enter into a goods and services agreement with Explosive Touch Enterprises LLC., as they were the lowest compliant quote. This contract would provide a community fireworks display for the 4<sup>th</sup> of July Independence Day celebrations for calendar years 2024, 2025 and 2026 with two additional, one year options (which may be authorized by the City Manager).

**MOTION:**

Move to approve/disapprove the contract with Explosive Touch Enterprises LLC., for the 4<sup>th</sup> of July Fireworks Display

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement



**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>
<b>Inflows/Revenues</b>					
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
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$29,500	\$29,500	\$29,500	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
<b>Employee Positions</b>	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	Leisure Services
<b>Division</b>	Special Events
<b>GL Description</b>	Other Contractual
<b>GL Account Number</b>	001-8063-572.34-50
<b>Project Number</b>	n/a
<b>Requested Funds</b>	\$29,500 annually   \$88,500.00 (total contract)
<b>Remaining Balance</b>	\$10,500 annually
<b>Source of Revenue</b> (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	General Fund?

**AGREEMENT FOR GOODS AND SERVICES  
(Fourth of July Fireworks Display)**

**THIS AGREEMENT** is made \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Explosive Touch Enterprises LLC**, a limited liability company authorized to do business in the State of Florida ("CONTRACTOR") with their principal address at 4260 Amelia Plantation Ct., Vero Beach, FL 32967.

**RECITALS**

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the CITY issued Request for Proposals #23-208 for the purpose of providing a fireworks display for Fourth of July festivities at Bryant Park located on the Intracoastal Waterway, Lake Worth Beach (hereinafter "RFP") two times; and

**WHEREAS**, the City received no submissions in response to the RFP and subsequently canceled the RFP; and

**WHEREAS**, in accordance with the City's Procurement Code and Policy, the City approached the market to obtain the required services; and

**WHEREAS**, the City received two quotes in response to the search; and

**WHEREAS**, the CONTRACTOR provided a quote that was the lowest compliant quote and meets the City's requirements; and

**WHEREAS**, the CITY desires to accept the CONTRACTOR's quote in order for CONTRACTOR to render the goods and services to the CITY as provided herein pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, as there were no responses to the RFP, the CITY may utilize the waiver process in accordance to the CITY's Procurement Code Sec. 2-112 (g); and

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

**WHEREAS**, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

**NOW THEREFORE**, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

1.1 The term of this Agreement for Goods and Services ("Agreement") shall be for three (3) years, with the option to renew for two (2) additional one (1) year renewals periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the

CITY's City Commission. The renewal terms may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

## **2. SCOPE OF WORK**

2.1 The Scope of Work includes providing a fireworks display for Fourth of July festivities at Bryant Park located on the Intracoastal Waterway, Lake Worth Beach set forth in the Scope of Work, which is attached hereto as **Exhibit A** and incorporated herein by this reference. CONTRACTOR shall supply, transport, set-up, fire, tear down and dispose as necessary a community firework display for a minimum of eighteen (18) minutes per show. The show shall include a grand finale display. The length of the display should be identified as well as the quantity and type of fireworks being proposed. The Scope of Work to be provided under this Agreement shall generally include all personnel, labor, vehicles, travel, materials and equipment necessary to provide the all-inclusive package set forth in the CONTRACTOR's Proposal which is attached hereto as **Exhibit B** and incorporated herein. The show shall take place at 9:00 PM from land within areas located at the City's Golf Course. Work shall commence upon the issuance of a Purchase Order by the City. CONTRACTOR shall provide a fireworks display on July 4th, 2024, July 4th, 2025 and July 4th, 2026 with the potential for two (2) single year renewals for July 4th, 2027 and July 4th, 2028. In the event, the CITY cancels the display for convenience and not for cause, the parties agree as follows:

If the CITY cancels a display from twenty-one (21) to thirty (30) days prior to a display date, the CITY agrees to pay CONTRACTOR a cancellation fee equal to ten percent (10%) of the fee set forth herein plus Additional Third Party charges, as defined below.

If the CITY cancels a display from five (5) to twenty (20) days prior to a display date, the CITY agrees to pay CONTRACTOR a cancellation fee equal to twenty percent (20%) of the fee set forth herein plus Additional Third Party charges, as defined below.

If the CITY cancels a display less than five (5) days prior to a display date, the CITY agrees to pay CONTRACTOR a cancellation fee equal to forty percent (40%) of the fee set forth herein plus Additional Third Party charges, as defined below.

"Additional Third Party Charges" shall mean all adequately documented reasonable costs and expenses incurred by CONTRACTOR and paid or payable (non-cancellable only) to third parties in connection with the Display, including, security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.

If the CITY cancels a display and is required to pay a cancellation fee and Additional Third Party Charges as set forth above, the maximum amount the CITY will be required to pay the CONTRACTOR for said cancellation fee and Additional Third Party Charges shall not exceed the total fee set forth herein for such display (or set forth in any amendment hereto).

However, if a display is cancelled due to inclement weather (as determined in the sole discretion of the CITY) or any other cause not within the control of the CITY, then the display shall be postponed and fired on the postponement date. The postponement date shall be agreed to by the parties. If the CITY wishes to cancel a display instead of scheduling a postponement date, the display will be cancelled, and the CITY will pay the CONTRACTOR a cancellation fee equal to twenty percent (20%) of the fee set forth herein (or set forth in an amendment hereto) for the display. If the display is postponed due to inclement weather or other cause not within the control of the CITY and the display is rescheduled, the CITY shall not be subject to any cancellation fees, postponement fees or any additional charges resulting from the postponement from third parties or otherwise unless otherwise agreed to in writing by the CITY.

2.2 The CONTRACTOR represents to the CITY that the materials and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner and consistent with all applicable laws, ordinances, licenses, permits, rules, and regulations.

2.4 The Scope of Work shall be completed in accordance with the CITY issued Purchase Order, the terms and conditions set forth in this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. SERVICES**

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

### **5. FEE AND ORDERING MECHANISM**

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for the goods and services provided and accepted by the CITY at the rates set forth in CONTRACTOR's Proposal. The price set forth in Exhibit B shall remain fixed for the first three (3) years of this Agreement. If due to applicable and documented price escalations and/or reductions which impact the CONTRACTOR's price in Exhibit B, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new rates for the renewal term(s). The City Manager may approve changes in the CONTRACTOR's price based on the recommendation of the City's Leisure Services Director or designee.

5.2 Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

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

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with this Agreement will be set in each CITY issued Purchase Order and no additional costs shall be authorized without prior written approval from the CITY.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided goods and services.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

## **8. AUDIT BY CITY**

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not

limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **9. COPIES OF DATA/DOCUMENTS**

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **10. OWNERSHIP**

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **13. INSURANCE**



13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", on a primary, non-contributing basis and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13.5 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance or self-insurance maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy.

13.6 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required under this Contract.

13.7 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Contract. In the event of any termination or suspension, the CITY may use the services of another contractor without the CITY incurring any liability to the CONTRACTOR. At its sole discretion, the CITY may obtain or renew the CONTRACTOR's insurance, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

#### **14. WAIVER OF BREACH**

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including but not limited to, personal injury, accidental death, patent and copyright infringement, and property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and fees) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit A** (the Scope of Work) and **Exhibit B** (the Contractor's rates); and any CITY issued Purchase Orders. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with any CITY issued Purchase Order(s) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **19. WAIVER OF TRIAL BY JURY**

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

## **20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in all respects under this Agreement.

## **22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Explosive Touch Enterprises LLC  
4260 Amelia Plantation Ct.  
Vero Beach, FL 32967

### **23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

### **24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion may be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

### **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

## **26. LIMITATIONS OF LIABILITY**

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

## **27. PUBLIC ENTITY CRIMES**

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

## **28. PREPARATION**

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **29. PALM BEACH COUNTY INSPECTOR GENERAL**

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **30. ENFORCEMENT COSTS**

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

## **31. PUBLIC RECORDS**

31.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **32. COPYRIGHTS AND/OR PATENT RIGHTS**

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

### **33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **34. FEDERAL AND STATE TAX**

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer.



Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

### **35. PROTECTION OF PROPERTY**

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

### **36. DAMAGE TO PERSONS OR PROPERTY**

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY, its officials, employees, and agents harmless from all claims made on account of such damages.

### **37. SAFETY: ACCIDENT PREVENTION.**

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

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

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

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

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

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

### **39. SCRUTINIZED COMPANIES**

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

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

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

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

**40. E-VERIFY**

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

40.1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;

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

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

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

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

40.6. 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 one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

**41. SURVIVABILITY**

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Fourth of July Fireworks Display) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

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

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

CONTRACTOR:

**Explosive Touch Enterprises LLC**

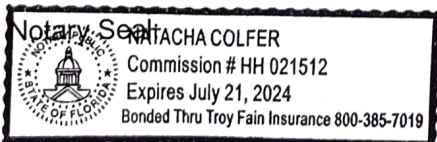
[Corporate Seal]

By: \_\_\_\_\_  
Print Name: EJ Weppel  
Title: President

STATE OF Florida )  
COUNTY OF Indian River )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 6 day of October 2023, by Elwood Weppel, as the Contractor [title] of **Explosive Touch Enterprises LLC**, a limited liability company authorized to do business in the State of Florida, who is personally known to me or who has produced FL DL as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

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



**EXHIBIT "A"**

**RFP #23-208  
FOURTH OF JULY FIREWORKS DISPLAY**

**SCOPE OF SERVICES**

The City of Lake Worth Beach is seeking proposals from qualified vendors for the purpose of providing a fireworks display on July 4<sup>th</sup>, 2024, July 4<sup>th</sup>, 2025 and July 4<sup>th</sup>, 2026 with the potential for two (2) single year renewals for July 4<sup>th</sup>, 2027 and July 4<sup>th</sup>, 2028. The Fourth of July festivities take place each year at Bryant Park located on the Intracoastal Waterway, Lake Worth Beach. The selected firm will be issued a three (3) year contract with two (2) single year options to renew at the sole discretion of the City of Lake Worth Beach.

Qualified service providers shall submit a proposal to supply, transport, set-up, fire, tear down and dispose as necessary a community firework display for a minimum of eighteen (18) minutes show. The proposal should include a grand finale display. The length of the display should be identified and well as the quantity and type of fireworks being proposed. The show shall take place at 9:00 PM from land within areas located at the City's Golf Course.

Each proposal should include an itemized list and description of all fireworks to be included in the display and any other visuals and an explanation that assists in describing the show. Services to be performed must be in compliance with all provisions of local, State and national regulations and all other applicable laws and regulations, including, without limitation, using one licensed pyrotechnic operator in connection with the handling or display of fireworks, combing the grounds for any live materials around the site immediately preceding the fireworks display, providing sufficient personnel at fireworks discharge site in order to ensure a safe public display, and obtaining all necessary licenses and permits.

The City will provide all concessions, entertainment, crowd control services, attendee parking and event promotion for the general public. A representative(s) from the selected firm shall be available for an introductory meeting with the City of Lake Worth and two subsequent planning meetings minimally. The US Coast Guard and FDOT require permits, documentation and meetings to organize and plan the closure of Lake Worth Bridge and roads. Attendance and filing of all necessary paperwork for permits is the responsibility of the selected firm.

It is the sole responsibility of the successful Respondent to communicate, arrange, and schedule directly with all subcontractors for the entirety of the show. Any insurance requirements, fees, parking, loading/unloading and equipment/logistical needs shall be the responsibility of the successful Respondent.

1. **METHODOLOGY, APPROACH AND IMPLEMENTATION:** A complete description of the methodology of the Respondent that would allow it to provide the services outlined in this Request for Proposals. Complete description of type, number and size of shells and any special effects used during the fireworks display shall be provided in detail. Complete description of type, number and size shell and the effect of the opening display and the grand finale.
2. **FIRM QUALIFICATIONS:** This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of management of fireworks for similar entities will be brought to bear on the proposed work.

3. **CERTIFICATIONS**: Currently held certifications and/or licenses by Respondent and staff.

4. **SAFETY**: Safety policies and procedures to insure the safety of event attendees.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

**END OF SCOPE OF SERVICES**





*A Spectacular Division of...*

**EXPLOSIVE**  
TOUCH ENTERPRISES

WE CREATE BLASTING IMPRESSIONS!

City of

Lake Worth Beach

Fireworks Display

July 4th, 2024

## About Angry Unicorn Displays:

Angry Unicorn Displays was established in 2018 and is a sister company of Explosive Touch Enterprises. It is branded to coincide with ETE's Import Company Angry Unicorn Imports and evolved from the experience of a decade old fireworks company that originated in the Theme Park Entertainment Capital of the World, Orlando, FL.

Angry Unicorn Displays will be your direct source of fireworks and special effect entertainment especially with our sister company Angry Unicorn Imports supplying all of our High Quality Fireworks.

We have experience with all types of events which range from small backyard type displays to Major Professional Aerial Productions. To achieve success with all of our events, we use state of the art digital electronic firing systems and design software that gives us the availability to produce world class displays using the most brilliant and unique effects the industry has to offer. From large sky filling displays, to concise choreographed pyro-musicals... we can do it all!

In closing, Angry Unicorn Displays offers our (AIS) All-Inclusive solution in producing the fireworks and special effects elements of your show or event. All of our events include site inspections, display permits, Coast Guard permits (if necessary), FAA clearance (if necessary) \$1,000,000.00 General and \$5,000,000.00 Auto Liability Insurance, Fire Marshal Fire Watch fees, Fire Truck Standby Fee (If Required), all travel costs, professional and trained pyrotechnics crew, and of course cleanup.



The Diamond - Richmond, VA



Wild Adventures Theme Park - Valdosta, GA

# Our Displays

Our pyrotechnic displays include over 100 different types of pyrotechnic effects and patterns. We have the highest selection of premium products from all over the world including, but not limited to Europe, Asia, and the United States. We combine the pyrotechnic effects from these countries to provide you with the best possible design or synchronization to reflect the musical score of your show.

We have the newest and most technologically advanced computerized digital firing systems to ensure the effects are perfectly and safely fired or choreographed to any genre of live or pre-recorded music.



## Featured Manufacturers:

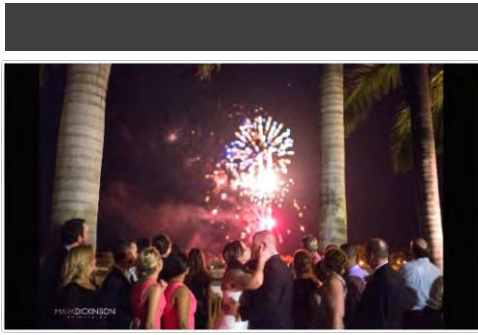
### 1.3G Display Fireworks:



### 1.4G UN0431 Articles Pyrotechnics:







The Westin Resort Cape Coral, FL  
Wedding Fireworks



Titusville, FL Air Show



First Baptist Orlando 2017 Singing  
Christmas Trees

Indoor Airbursts

## Our Team and Crews

**The leadership at Angry Unicorn Displays has over 50 combined years of experience working with fireworks and special effects for some of the largest entertainment companies and venues in the world. We ensure that our technicians are educated annually on all applicable safety standards including new ATF regulations, NFPA Codes, DOT standards and more, ensuring that your show will meet and exceed all safety standards.**

### **EJ Weppel - CEO and President**

EJ is the founder of Angry Unicorn Displays. He began his career working for a major theme park in Orlando, FL. When he left there, he continued his path to pyrotechnic greatness working with a large competing company. From there, he decided to branch out on his own and Angry Unicorn Displays was born.

### **Pyrotechnic Crew**

Angry Unicorn Displays has a vast pool of pyrotechnicians that work with us on a regular basis. Senior Shooters have been with the company since the beginning and have been trained and certified each year. Most of them have other full-time jobs for some of the biggest names in the Entertainment Industry and shoot their shows regularly. All our show site assistants are 100% trained in the company policies of safe handling of materials and under the direction of the onsite shooter. Assistants have a wide range of skill sets and most are working toward being full fledged pyrotechnic shooters within the company.





## Technician Fireworks Display Proposal

**Opener:** 252 Total Display Shells

200 : 1" - 2.5" Premium single shot and multi shot cake effects  
30 : 3" Premium Fireworks variety of effects  
18 : 4" Premium Fireworks variety of effects  
4 : 5" Premium Fireworks variety of effects  
       : 6" Premium Fireworks variety of effects  
       : 7" Premium Fireworks variety of effects  
       : 8" Premium Fireworks variety of effects  
       : 10" Premium Fireworks variety of effects

**Main Body:** 1,112 Total Display Shells

500 : 1" - 2.5" Premium single shot and multi shot cake effects  
300 : 3" Premium Fireworks variety of effects  
240 : 4" Premium Fireworks variety of effects  
72 : 5" Premium Fireworks variety of effects  
       : 6" Premium Fireworks variety of effects  
       : 7" Premium Fireworks variety of effects  
       : 8" Premium Fireworks variety of effects  
       : 10" Premium Fireworks variety of effects

**Grand Finale:** 770 Total Display Shells

500 : 1" - 2.5" Premium single shot and multi shot cake effects  
210 : 3" Premium Fireworks variety of effects  
36 : 4" Premium Fireworks variety of effects  
24 : 5" Premium Fireworks variety of effects  
       : 6" Premium Fireworks variety of effects  
       : 7" Premium Fireworks variety of effects  
       : 8" Premium Fireworks variety of effects  
       : 10" Premium Fireworks variety of effects

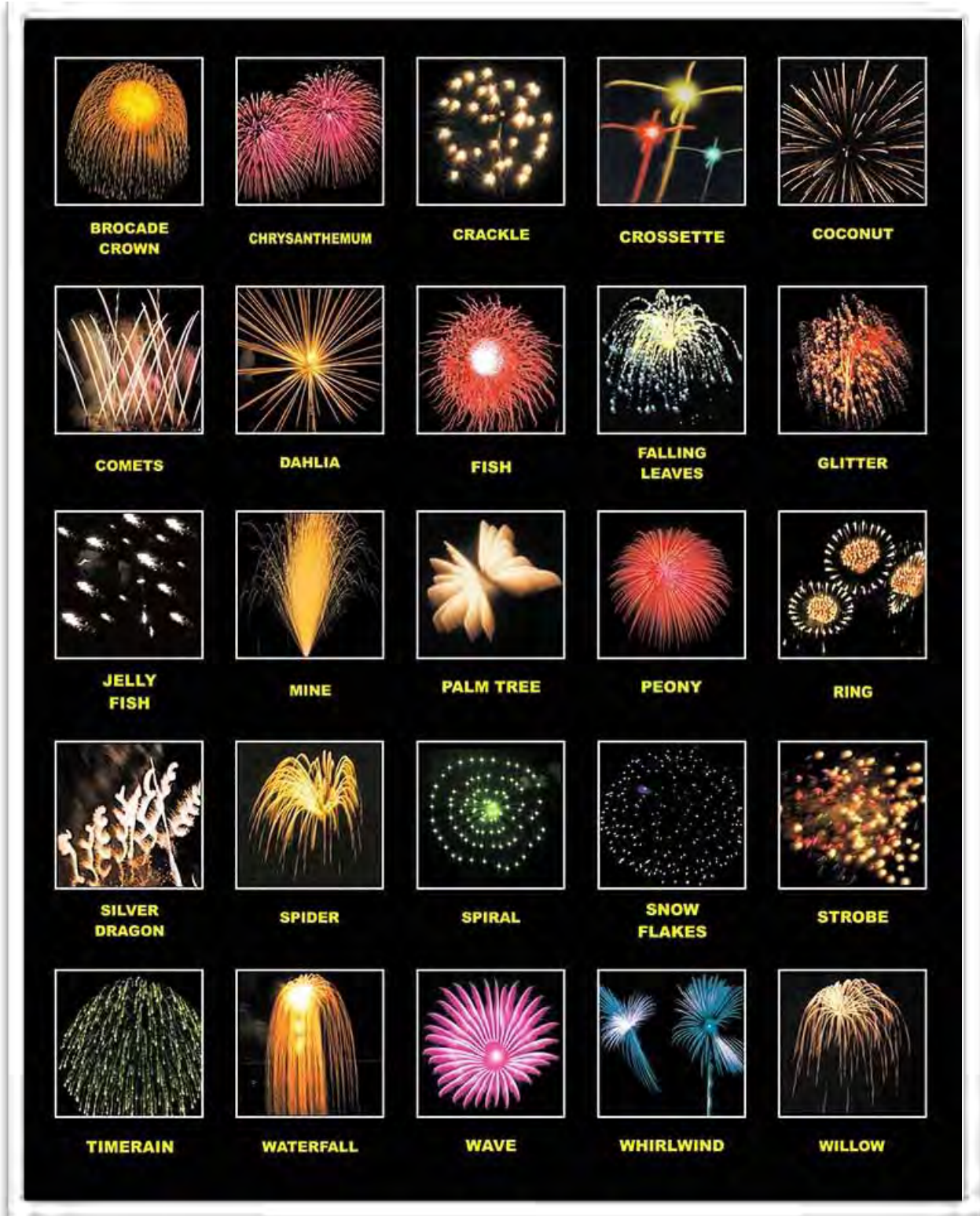
2,134 TOTAL SHELL COUNT  
20 Minutes Duration of Fireworks Display

\* All Fireworks/Effects will be fired 100% electronically. We do not hand fire any of your display which provides you with non-stop action\*





Our most commonly used effects inventory used to create a unique display keeping your audience excited and craving more!



# Pyrotechnic Effect Definitions

**Brocade** – A spider like effect in the sky, much like fine lace. The brocade effect is generally a golden tail effect, and is brighter than the willow or tiger tail effect. Most brocade effects use glitter to produce the long brocade tails.

**Chrysanthemum** – A flower-like aerial pattern, usually resulting from a cake or mortar.

**Comet** – A type of star that leaves a long trail of sparks as it flies through the air.

**Crossette** – A type of comet that breaks into multiple comets, usually forming a cross shape.

**Pearls** – Bright balls of color that fly through the sky and burn themselves out after reaching maximum height.

**Dragon Eggs** – A delayed crackle effect displayed in egg-shaped patterns with loud crackle near the end.

**Waterfall** – Glowing embers that fall slowly in the air, creating a willow or waterfall effect.

**Flying Fish** – An aerial effect that looks like a swarm of objects squirming through the air. This effect usually lasts only a few seconds. Fish are a type of fuse that propels itself through the air, creating a swimming effect.

**Palm Tree** – An aerial effect that produces a gold or silver stem as the shell rises into the sky (known as a rising tail), followed by a brocade or willow effect that creates palm fronds. It resembles a gold or silver palm tree in the sky.

**Peony** – An aerial effect that looks like a spherical ball of colored lights in the sky. A very common aerial effect on most fireworks displays.

**Ghost** - An aerial effect that creates a disappearing and re-appearing color trail new to the fireworks industry.

**Rising Tail** – A rising tail is a gold or silver tail effect that is created when a shell is shot into the sky, similar to the trunk of a tree. Commonly used with palm tree shells.



**Strobe** – A strobe is a blinking effect. When used in a shell with hundreds of strobe stars, the strobe effect looks like shimmering water in the sky. Strobes can be a variety of colors, including white, green, blue, and orange.

**Tourbillion** – Another name for a serpent. A tourbillion is a type of star that spins in the sky and gives off large quantities of gold, silver, or white light.

**Willow** – An aerial effect that looks like a giant gold willow tree in the sky. A true willow effect has delicate golden trails that hang in the sky ten seconds or more.

**Pattern** - An aerial effect including but not limited to Smiles, Hearts, Squares, Diamonds, Stars, 3D Cubes always a crowd pleaser





**What is included in your All-Inclusive Package**

**SITE INSPECTION**

**FIREWORKS DISPLAY PERMIT**

**COAST GUARD PERMIT (IF REQUIRED)**

**FAA CLEARANCE (IF REQUIRED)**

**MINIMUM \$1,000,000.00 GENERAL LIABILITY INSURANCE**

**\$5,000,000.00 AUTO LIABILITY INSURANCE AS REQUIRED BY THE US DOT**

**FIRE MARSHAL FIRE WATCH FEES**

**FIRE TRUCK STANDBY FEE (IF REQUIRED)**

**ALL TRAVEL/LOGISTICS COSTS**

**PROFESSIONAL PYROTECHNICS CREW**

**100% ELECTRONICALLY FIRED DISPLAY**

**STRIKE/CLEAN UP**





# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** November 7, 2023

**DEPARTMENT:** Public Works

**TITLE:**

Purchase Order with Alan Jay Fleet Services for the procurement of fleet replacement vehicles

**SUMMARY:**

The Purchase Order with Alan Jay Fleet authorizes the City to purchase one (1) Toyota Camry LE I4 and two (2) Toyota Prius LE vehicles for the Building Department and Fleet Division at a cost not to exceed \$83,986.00.

**BACKGROUND AND JUSTIFICATION:**

The Fleet Maintenance Division is actively engaged in the maintenance, repair and replacement of City fleet vehicles. As part of the Fleet Replacement Master Schedule and in response to requests for additional vehicles to accommodate staff increases, the following vehicles have been scheduled for replacement or right-sizing to maintain an efficient fleet:

<b>Division</b>	<b>Current Vehicle</b>	<b>Replacement Vehicle</b>	<b>Cost</b>
Community Sustainability	2004 Chevrolet Impala	2023 Toyota Camry LE I4	\$27,148.00
Community Sustainability	2006 Chevrolet Colorado	2023 Toyota Prius LE (Mid-Size)	\$28,419.00
Community Sustainability	2009 GMC Canyon Ext Cab PU	2023 Toyota Prius LE (Mid-Size)	\$28,419.00

The vehicles are being purchased through the Sourcwell Cooperative Purchase Contract #2022-120716-NAF & 060920-NAF authorized vendor Alan Jay Fleet Sales for a total of \$83,986.00

**MOTION:**

Move to approve/disapprove the Purchase Order with Alan Jay Fleet Sales at a cost not to exceed \$83,986.00.

**ATTACHMENT(S):**

- Fiscal Impact Analysis
- Quote – Toyota Camry LE I4
- Quote1 - Toyota Prius LE (Mid-Size)
- Quote2 - Toyota Prius LE (Mid-Size)

**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>
<b>Inflows/Revenues</b>					
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
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$83,986.00	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b> <i>(If not budgeted)</i>	<b>\$83,986.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time</b> <b>Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
Department	Building Permit
Division	Community Sustainability
GL Description	Machinery & Equipment
GL Account Number	103-2020-515.64-30
Project Number	NA
Requested Funds	\$56,838.00
Remaining Balance	\$27,162.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	NA

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
Department	City Garage
Division	Non-Departmental
GL Description	Machinery & Equipment
GL Account Number	530-9010-549.64-30
Project Number	AP2408
Requested Funds	\$27,148.00
Remaining Balance	\$172,852.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	ARPA Funds



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	45724-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
6/19/2023

# QUICK QUOTE SHEET

REVISED QUOTE DATE  
6/21/2023

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	<a href="mailto:MPIERCE@LAKEWORTHBEACHFL.GOV">MPIERCE@LAKEWORTHBEACHFL.GOV</a>
PHONE	561-586-1720	MOBILE	FAX

**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF** [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

MODEL	2532	MSRP	\$27,315.00
2023 TOYOTA CAMRY LE I4			
CUSTOMER ID	Incremental Allocation Group (ETA Fall 2023)	BASE VEHICLE PRICE	\$26,249.00
BED LENGTH	SEDAN		

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
040	Exterior Color, ICE CAP	\$0.00
FA20	BLACK, FABRIC SEAT TRIM	\$0.00
2.5 L	CAMRY Engine: 2.5L I-4 DOHC 16-Valve -inc: VVT-i intake and exhaust, Engine Auto Stop-Start Feature, Transmission: 8-Speed Direct Shift ECT-i Automatic -inc: sequential shift mode Front-Wheel Drive	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
PBS	Remote Keyless Entry & Push Button Start	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
MR20	All Weather Floor Mats with All Weather Cargo Mat	\$409.00
BUC	FACTORY BACK UP CAMERA(STD).	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
3BLS	3rd brake light safety pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)		\$200.00
NEW-TAG	New City tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$290.00

**CONTRACT OPTIONS \$490.00**

TRADE IN	VEHICLE TOTAL	\$26,658.00
	MSRP DISCOUNT	3.8%
	ACCESSORY TOTAL	\$490.00
	CUSTOMER PRICE	\$27,148.00

**YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~** \$0.00

**TOTAL COST LESS TRADE IN(S) QTY 1 \$27,148.00**

Estimated Annual payments for 60 months paid in advance: \$6,080.04  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

**Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER [christy.self@alanjay.com](mailto:christy.self@alanjay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



# Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

## Window Sticker

### SUMMARY

[Fleet] 2023 Toyota Camry (2532) LE Auto (SE) MSRP: \$26,220.00

Interior: Black, Fabric Seat Trim

Exterior 1: Ice Cap

Exterior 2: No color has been selected.

### OPTIONS


CODE	MODEL	MSRP
2532	[Fleet] 2023 Toyota Camry (2532) LE Auto (SE)	\$26,220.00
<b>OPTIONS</b>		
040	Ice Cap	\$0.00
BD	Blind Spot Monitor w/Rear Cross Traffic Alert	\$680.00
FA20	Black, Fabric Seat Trim	\$0.00
FE	50 State Emissions	\$0.00
<b>CUSTOM EQUIPMENT</b>		
MR10	Toyota All Weather Floor Mats	\$330.00
<b>SUBTOTAL</b>		<b>\$27,230.00</b>
Adjustments Total		\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.



# Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (  Complete )

Destination Charge	\$1,095.00
<b>TOTAL PRICE</b>	<b>\$28,325.00</b>

## FUEL ECONOMY

Est City:28 MPG

Est Highway:39 MPG

Est Highway Cruising Range:616.20 mi

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.





# Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) ( Complete )

## Standard Equipment

### Mechanical

- Engine: 2.5L I-4 DOHC 16-Valve -inc: VVT-i intake and exhaust
- Engine Auto Stop-Start Feature
- Transmission: 8-Speed Direct Shift ECT-i Automatic -inc: sequential shift mode
- Front-Wheel Drive
- 2.80 Axle Ratio
- Battery w/Run Down Protection
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Speed-Sensing Steering
- 15.8 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

### Exterior

- Tires: P215/55R17 AS
- Wheels w/Silver Accents
- Wheels: 7.5J x 17" Alloy
- Steel Spare Wheel
- Compact Spare Tire Mounted Inside Under Cargo
- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Metal-Look Bumper Insert
- Body-Colored Rear Bumper
- Chrome Side Windows Trim and Black Front Windshield Trim
- Body-Colored Door Handles
- Body-Colored Power Side Mirrors w/Manual Folding
- Fixed Rear Window w/Defroster
- Light Tinted Glass
- Variable Intermittent Wipers

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.



# Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) ( Complete )

## Exterior

Galvanized Steel/Aluminum Panels

Black Grille

Trunk Rear Cargo Access

Auto On/Off Projector Beam Led Low Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

LED Brakelights

Headlights-Automatic Highbeams

## Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System

Radio: Audio -inc: 7" touch-screen, 6 speakers, Android Auto and Apple CarPlay and Amazon Alexa compatible, USB media port, USB charge port, hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM w/3-month All Access trial and Connected Services (Safety Connect w/1-year trial and Wi-Fi Connect w/up to 2 GB within 3-month trial)

Window Grid And Roof Mount Antenna

2 LCD Monitors In The Front

## Interior

Driver Seat

6-Way Passenger Seat -inc: Manual Recline, Height Adjustment and Fore/Aft Movement

60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows

Front Bucket Seats -inc: 8-way power-adjustable driver seat w/power lumbar support and 6-way adjustable front passenger seat

Front Cupholder

Rear Cupholder

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases -Inc: Power Cargo Access and Power Fuel

Cruise Control w/Steering Wheel Controls

Distance Pacing

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.



# Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (  Complete )

## Interior

Illuminated Glove Box

Driver Foot Rest

Interior Trim -inc: Piano Black Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Fabric Seat Trim

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Front Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering

Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Cargo Access and Windows

Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Analog Appearance

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints

Front Center Armrest and Rear Center Armrest

1 Seatback Storage Pocket

Perimeter Alarm

Immobilizer

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.



# Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) ( Complete )

## Interior

1 12V DC Power Outlet

Air Filtration

## Safety-Mechanical

Lane Tracing Assist (LTA)

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

## Safety-Exterior

Side Impact Beams

## Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Toyota Safety Sense (TSS) 2.5+

Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist

Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning

Collision Mitigation-Front

Tire Pressure Monitor System (TPMS) Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 2

Roadside Assistance Miles/km: Unlimited

Maintenance Years: 2

Maintenance Miles/km: 25,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.



# Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) ( Complete )

## Technical Specifications

### Chassis

#### Weight Information

Base Curb Weight 3310 lbs

#### Trailer

Dead Weight Hitch - Max Trailer Wt. N/A

Wt Distributing Hitch - Max Trailer Wt. N/A

Dead Weight Hitch - Max Tongue Wt. N/A

Wt Distributing Hitch - Max Tongue Wt. N/A

#### Suspension

Suspension Type - Front Strut

Suspension Type - Front (Cont.) Strut

Shock Absorber Diameter - Front N/A

Stabilizer Bar Diameter - Front N/A

Suspension Type - Rear Multi-Link

Suspension Type - Rear (Cont.) Multi-Link

Shock Absorber Diameter - Rear N/A

Stabilizer Bar Diameter - Rear N/A

#### Tires

Front Tire Order Code N/A

Spare Tire Order Code N/A

Rear Tire Size P215/55VR17

Rear Tire Order Code N/A

Front Tire Size P215/55VR17

Spare Tire Size Compact

#### Wheels

Front Wheel Size 17 X 7.5 in

Spare Wheel Size Compact in

Rear Wheel Material Aluminum

Rear Wheel Size 17 X 7.5 in

Front Wheel Material Aluminum

Spare Wheel Material Steel

#### Steering

Steering Type Rack-Pinion

Lock to Lock Turns (Steering) N/A

Turning Diameter - Wall to Wall N/A

Steering Ratio (:1), Overall N/A

Turning Diameter - Curb to Curb 37.4 ft

#### Brakes

Brake Type 4-Wheel Disc

Brake ABS System (Second Line) N/A

Disc - Rear (Yes or ) Yes

Brake ABS System 4-Wheel

Disc - Front (Yes or ) Yes

Front Brake Rotor Diam x Thickness 12 in

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.



# Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) ( Complete )

## Chassis

### Brakes

Rear Brake Rotor Diam x Thickness	11.1 in	Drum - Rear (Yes or )	N/A
Rear Drum Diam x Width	N/A		

### Fuel Tank

Fuel Tank Capacity, Approx	15.8 gal	Aux Fuel Tank Capacity, Approx	N/A
----------------------------	----------	--------------------------------	-----

## Dimensions

### Interior Dimensions

Passenger Capacity	5	Passenger Volume	100.4 ft³
Front Head Room	38.3 in	Front Leg Room	42.1 in
Front Shoulder Room	57.7 in	Front Hip Room	55.4 in
Second Head Room	38 in	Second Leg Room	38 in
Second Shoulder Room	55.7 in	Second Hip Room	54.7 in

### Exterior Dimensions

Wheelbase	111.2 in	Length, Overall	192.1 in
Width, Max w/o mirrors	72.4 in	Height, Overall	56.9 in
Track Width, Front	62.6 in	Track Width, Rear	62.8 in
Min Ground Clearance	5.7 in	Liftover Height	N/A

### Cargo Area Dimensions

Trunk Volume	15.1 ft³
--------------	----------

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	49265-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
10/13/2023

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
10/24/2023

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	<a href="mailto:MPIERCE@LAKEWORTHBEACHFL.GOV">MPIERCE@LAKEWORTHBEACHFL.GOV</a>
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

MODEL	1223	MSRP	\$28,460.00
2023 TOYOTA PRIUS LE (MID-SIZE)			

**CUSTOMER ID** **BASE VEHICLE PRICE** **\$27,775.00**

**BED LENGTH** **5DR**

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
089	EXTERIOR WIND CHILL PEARL	\$0.00
FB20	BLACK, FABRIC SEAT TRIM	\$0.00
1.8L	Hybrid Synergy Drive System, TZEV - 1.8L DOHC 16V VVT-i 4-Cylinder Engine.	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
BUC	FACTORY BACK UP CAMERA(STD).	\$0.00
MC20	CARPET FLOOR MATS WITH CARPET TRUNK MAT	\$399.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NEW-TAG	New City tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00

**CONTRACT OPTIONS** **\$245.00**

TRADE IN

**VEHICLE TOTAL** **\$28,174.00**  
**MSRP DISCOUNT** **2.4%**  
**ACCESSORY TOTAL** **\$245.00**  
**CUSTOMER PRICE** **\$28,419.00**

**YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~** \$0.00

**TOTAL COST LESS TRADE IN(S)** **QTY** **1** **\$28,419.00**

Estimated Annual payments for 60 months paid in advance: \$6,364.69  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

**Comments** **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** [christy.self@alanjay.com](mailto:christy.self@alanjay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	49266-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
10/13/2023

# QUICK QUOTE SHEET

REVISED QUOTE DATE  
10/24/2023

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	<a href="mailto:MPIERCE@LAKEWORTHBEACHFL.GOV">MPIERCE@LAKEWORTHBEACHFL.GOV</a>
PHONE	561-586-1720	MOBILE	FAX

**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF** [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

MODEL	1223	MSRP	\$28,460.00
2023 TOYOTA PRIUS LE (MID-SIZE)			

**CUSTOMER ID** **BASE VEHICLE PRICE** **\$27,775.00**

**BED LENGTH** **5DR**

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
0089	Exterior color Wind Chill Pearl	\$0.00
FB20	BLACK, FABRIC SEAT TRIM	\$0.00
1.8L	Hybrid Synergy Drive System, TZEV - 1.8L DOHC 16V VVT-i 4-Cylinder Engine.	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
BUC	FACTORY BACK UP CAMERA(STD).	\$0.00
MC20	CARPET FLOOR MATS WITH CARPET TRUNK MAT	\$399.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00

**CONTRACT OPTIONS** **\$245.00**

TRADE IN

**VEHICLE TOTAL** **\$28,174.00**  
**MSRP DISCOUNT** **2.4%**  
**ACCESSORY TOTAL** **\$245.00**  
**CUSTOMER PRICE** **\$28,419.00**

**YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~** \$0.00

**TOTAL COST LESS TRADE IN(S) QTY 1 \$28,419.00**

Estimated Annual payments for 60 months paid in advance: \$6,364.69  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

**Comments** **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** [christy.self@alanjay.com](mailto:christy.self@alanjay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** November 7, 2023

**DEPARTMENT:** Community Sustainability

**TITLE:**

Discussion of the Tree & Landscape Board's recommendation regarding the planting of trees in Bryant Park

**SUMMARY:**

The Tree & Landscape Board has recommended the allocation of \$25,000 from the Tree Canopy Restoration Fund and is requesting an additional \$25,000 from other City Funds for shade tree planting in Bryant Park.

**BACKGROUND AND JUSTIFICATION:**

Per Section 2-82, the Tree & Landscape Board may provide recommendations to the City Commission on expenditures from the Tree Canopy Restoration Fund. At their September 21, 2023 meeting, the Tree & Landscape Board voted to recommend that the City Commission spend \$25,000 of the present \$30,548.61 in the Tree Canopy Fund on a tree planting request from Neighbors Encouraging Shade Trees (NEST), a local community group, to be used to plant mature native shade trees within Bryant Park by the end of 2023.

The discussion will also include efforts by staff pertaining to the Tree Canopy Program. As part of the anticipated Open Space Recreation Master Plan project, an undated tree canopy survey is anticipated. In addition, the City's Beautification Program including seeking grant funding and a possible partnership with Community Greening will be discussed.

**MOTION:**

Direction is sought regarding the planting of trees in Bryant Park.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Board recommendation

# Tree and Landscape Board

Board Recommendations/Suggestions

September 12, 2023, New Business item B.

B. Bryant Park tree planting-request from Neighbors Encouraging Shade Trees (NEST)

Resident Tracy Rosof-Peterson informed the board how the NEST was formed to support Rosann Malakates who has been advocating for more shade trees in Bryant Park for several years. Tracy then presented the letter that was sent to the board and requested \$25,00 dollars from the Tree Canopy Restoration Fund be used to plant mature native shade trees within Bryant Park by the end of 2023.

A motion was made by G. Powell and seconded by D. Brown to prepare a memo to recommend that \$25,000 from the Tree Canopy Restoration Fund be allocated to fund the NEST request for trees in Bryant Park and ask the City Commission to match the Tree Canopy Restoration Fund Monies with an additional \$25,000 from other city funds.

Yays: 4 Nays: 0

# Neighbors Encouraging Shade Trees

## NEST

A collaboration of neighbors advocating for native shade trees in **Bryant Park**, Lake Worth Beach

## MATCHING FUND REQUEST

**\$25,000. from the city to match the \$25,000. request from the Lake Worth Beach Tree Canopy Restoration Fund**

### Top Three Suggested Locations for Native Shade Trees in Bryant Park

- 1)** Along the full length of concrete sidewalk running parallel to the sea wall from the Lake Worth Bridge to the South end of Bryant Park at the Pavilion. Shade trees could be staggered on both sides of the walkway in natural groupings of small, medium and large trees.
- 2)** At the north end, on the west side of the benches at the Band shell to provide shade for the seating area. Shade trees could be staggered in natural groupings of small, medium and large trees.
- 3)** In and around the children's playground at the south end. Shade trees could be staggered in natural groupings of small, medium and large trees.

#### Founding Members - NEST

Roseann Malakates • Tracy Rosof-Petersen • Gael Silverblatt • Susan Ona • Susan Guyaux

**The City of Lake Worth Tree Board**  
**Regular Meeting Minutes-Rescheduled from September 14, 2023**  
September 21, 2023

**Call to order:** 6:08

**Members Present:** D. Kerner, G. Powell, D. Brown, B. Jungles

**Members Absent:** P. Hallowell

**Staff Present:** David McGrew, City Horticulturist/Board Advisor

**Agenda additions, deletions, reordering:** Reorder new business item e to new business item b. Add beach landscape report as new business item f.

**Approval of minutes:** The minutes from the June 8, 2023, July 13, 2023, and August 10, 2023, were presented for adoption. Motion made by G. Powell to approve the minutes as presented; seconded by D. Brown.

Yays: 4            Nays: 0

**Reports:** G. Powell informed the board that she inspected the beach landscape on September 20, 2023, and forwarded her report to the City Horticulturalist D. McGrew. The Board then discussed the beach plantings and the maintenance issues. G. Powell and the horticulturist will meet at the beach to review the report. The horticulturist will then send his maintenance recommendations to Public Works for implementation.

**New Business:**

A. New Board member introductions and orientation

New board member Benjamin Jungles introduced himself to the board and informed the board that his specialties are native plants and habitat restoration of private properties.

B. Bryant Park tree planting-request from Neighbors Encouraging Shade Trees (NEST)

Resident Tracy Rosof-Peterson informed the board how the NEST was formed to support Rosann Malakates who has been advocating for more shade trees in Bryant Park for several years. Tracy then presented the letter that was sent to the board requesting \$25,000 dollars from the Tree Canopy Restoration Fund be used to plant mature native shade trees within Bryant Park by the end of 2023.

Gail Silverblatt informed the board that the idea to ask the Tree and Landscape Board came from the Director of Community Sustainability, William Waters. Gail asked the Mayor Betty Resch to ask at the next budget meeting where the funds could come from. Mayor Resch said that she asked Mr. Waters who reportedly responded that there are monies in the Tree Canopy Restoration Fund that could be used to plant trees. Three suggested locations for the Bryant Park tree planting are along the sidewalk adjacent to the seawall. The north end of the park on the west side of the seating area, and in and around the playground at the south end of the park. Gail also reported that the city may match the Tree Canopy Restoration fund and that there may be funds available from the ARPA funds. Another request is to use \$500,000 in ARPA funds to plant trees citywide in locations such as the Dixie Highway medians, the swales in College Park, and around all playground's city wide was discussed.

The advisor D. McGrew reported that there is just over \$30,000 in the Tree canopy Restoration Fund with some further funds expected to come in as projects come to completion and told the board about grants that are available when the application portals open sometime in October or November of 2023. The Florida Department of Agriculture and Consumer Services (FDACS) has a grant program that should open soon which has the following categories tree planting on public lands, tree canopy assessment, urban forest management planning and information. The is also a federal Urban and Community Forestry- Plantings, Preservation, and Invasive Control



(UCF-PPIC) grant which is funded through the Bipartisan Inflation Reduction which has the following categories remove and replace invasive, tree plantings in disadvantaged communities. There was then a discussion on grants.

G. Powell asked the process for recommending the expenditure to the commission. The advisor reported that he did not know what the process was, but he would find out.

The advisor recommended that the city hold off on the Bryant Park planting to maximize the funds by applying for a matching grant which would double the funds available to plant trees.

A motion was made by G. Powell and seconded by D. Brown to prepare a memo to recommend that \$25,000 from the Tree Canopy Restoration Fund be allocated to fund the NEST request for trees in Bryant Park and ask the City Commission to match the Tree Canopy Restoration Fund Monies with an additional \$25,000 from other city funds.

Yays: 4            Nays: 0

C. Updated Tree and landscape Board ordinance discussion

The advisor D. McGrew went over the Tree and Landscape Board updated ordinance; specifically, section 2-82 (c). which is to provide recommendations to the city commission on expenditures from the Tree Canopy Restoration Fund.

D. Florida tree removal law

The advisor distributed copies of F.S. 163.045, which is an act relating to private property rights to prune, trim, remove and remove hazardous trees, and gave the board an overview of the statutes which state that a local government may not require a notice, application, approval, permit, fee, or mitigation for pruning, trimming, or removal of a tree on residential property if the tree(s) have been found to be hazardous by an International Society of Arboriculture Certified Arborist or landscape architect. The board then discussed these regulations, and the advisor informed the board of his experiences with the statutes and hazardous tree removals.

E. Grant Opportunities

The board briefly discussed grant opportunities and the advisor informed the board about upcoming grant opportunities.

**Old Business:**

A. Landscape webpage update

The advisor reported that the city webpage updates are complete and all the changes that the board requested were implemented.

B. Tree Board Community Outreach-Brochure update

The board discussed the brochure, and the advisor informed the board the board that a budget amendment is required to use the Tree Canopy Restoration Fund for the design and limited printing of the brochure.

C. Arbor Day Observance-Tree planting

The advisor reported that the Arbor Day Observance is scheduled to be held at 10:00 AM on September 30, 2023, at the City Hall Annex. The board discussed the tree planting, and the advisor informed the board that the trees were already purchased, and would be picked up the week of the tree planting. The holes would be pre-dug on the Friday before the event. The advisor then informed the board that the Tree City USA recertification was in progress and would be completed once the advisor meets with Public Works staff to get the required budget numbers for the application.

D. Discuss and plan a targeted tree giveaway-tabled to future meeting

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** November 7, 2023

**DEPARTMENT:** City Commission

**TITLE:**

Resolution No. 50-2023 – supporting the extension and continuation of the Palm Beach County one-cent sales surtax

**SUMMARY:**

In November 2016, a one-cent sales surtax increase was approved by the voters of Palm Beach County. This Resolution is requesting that the increase be presented to the voters to approve an extension through December 31, 2026.

**BACKGROUND AND JUSTIFICATION:**

On March 22, 2016 the Board of County Commissioners of Palm Beach County approved a plan in cooperation with the School District of Palm Beach County and in accordance with Section 212.055, Florida Statutes, to enact a one-cent sales tax to pay for needed improvements to infrastructure, parks, public safety initiatives and economic development. The allocation of the funds is 50% the School District of Palm Beach County, 30% to Palm Beach County, and 20% shared amongst the 39 Palm Beach County municipalities.

The City has benefited from the receipt of these funds and supports the continuation of the program until December 31, 2036. The City Commission is requesting that the issue be presented to the voters in the upcoming election.

**MOTION:**

Move to approve/disapprove Resolution No. 50-2023 – supporting the extension and continuation of the Palm Beach County one-cent sales surtax.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 50-2023

RESOLUTION NO. 50-2023 – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, EXPRESSING SUPPORT FOR THE EXTENSION AND CONTINUATION OF THE PALM BEACH COUNTY ONE-CENT SALES SURTAX TO FUND LOCAL INFRASTRUCTURE PROJECTS THROUGH DECEMBER 31, 2036; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, in November 2016, the voters of Palm Beach County approved an increase to the local sales tax from 6 cents per dollar to 7 cents per dollar; and

WHEREAS, the one-cent sales surtax increase became effective on January 1, 2017, and will automatically sunset upon the earlier occurrence of either December 31, 2026, or the generation of \$2.7 billion in total revenue; and

WHEREAS, the generated one-cent sales surtax revenue is divided between the School District of Palm Beach County (50%), Palm Beach County (30%), and the 39 Palm Beach County municipalities (20% shared amongst them); and

WHEREAS, the generated one-cent sales surtax revenue may only be utilized for infrastructure projects such as roads, sidewalks, bridges, schools, parks, and government buildings and facilities; and

WHEREAS, infrastructure projects provide access to clean water, electricity, transportation, and other essential services, which directly impact the health and well-being of individuals, families, and the wider community; and

WHEREAS, the City of Lake Worth Beach has received one-cent sales surtax revenue in the amount of \$20,674,615 since January 1, 2017, which has allowed the City to improve its infrastructure facilities and simultaneously maintain a lower property tax millage rate; and

WHEREAS, the City of Lake Worth Beach recognizes the direct and beneficial impact the one-cent sales surtax revenue for infrastructure projects has provided to Lake Worth Beach residents, as well as the schools of Palm Beach County, and the surrounding communities; and

WHEREAS, the City of Lake Worth Beach supports a collaboration with the School District of Palm Beach County, Palm Beach County, and the other municipalities of Palm Beach County to extend and continue the one-cent sales surtax revenue for infrastructure projects beyond its current automatic sunset deadlines; and

WHEREAS, the City of Lake Worth Beach specifically supports seeking voter approval to continue the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.

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

Section 1. The above recitals are true and correct and are hereby incorporated into this section of this resolution as if fully set forth herein.

Section 2. The City Commission of the City of Lake Worth Beach hereby expresses its support for seeking voter approval to continue the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.

Section 3. The City Clerk is directed to forward this Resolution to each of the Palm Beach County Commissioners with a copy to the Palm Beach County Administrator, the Palm Beach County League of Cities, and the School District of Palm Beach County.

Section 4. This resolution shall be effective immediately upon adoption.

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

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_ day of \_\_\_\_\_ 2023.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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