



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 16, 2022 - 6:00 PM

ROLL CALL:

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

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes

AGENDA - Additions / Deletions / Reordering:

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

- A. National Fitness Campaign (NFC) - Public Art Outdoor Fitness Court by Gloria Cox Director, NFC Public Art Campaign
- B. Presentation on Mental Health America's Bell Seal for Workplace Mental Health Gold Status by Human Resources.
- C. Presentation regarding beach complex and tourism by Todd Townsend

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Pre-agenda Work Session - July 27, 2022](#)
- B. [Special Meeting - July 28, 2022](#)
- C. [Budget Work Session #2 - August 1, 2022](#)
- D. [August 2, 2022 - Regular Meeting](#)

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

- A. [Payments of Fiscal Year 2021 Invoices](#)
- B. [Interlocal Agreement with the Lake Worth Beach Community Redevelopment Agency \(LWBCRA\) for payment of auditing services provided by the City's Consultant RSM US, LLP](#)
- C. [Resolution No. 52-2022 -- authorizing the submission of an application to the Bureau of Justice Assistance for the City's Justice Assistance Grant formula award](#)
- D. [Resolution No. 53-2022 -- authorizing the Mayor, or her designee, to execute the Agreement between the State of Florida, Department of State and the Lake Worth Beach Public Library for the 2023 BiblioArte! Festival](#)

- E. [Resolution No. 54-2022 – approving the submission of an application for funding under the Florida Recreation Development Assistance Program for the replacement of playground equipment in Bryant Park](#)

PUBLIC HEARINGS:

- A. [Ordinance 2022-12 - Second Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” and Article 2 “Administration”, Division 3 “Permits” adding a new Section 23.2-39 “Affordable/Workforce Housing Program,” providing for a Lake Worth Beach Affordable/Workforce Housing Program](#)
- B. [Ordinance 2022-13 - Second Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” and Article 4 “Development Standards”, adding a new Section 23.4-25 “Micro-Units,” providing for Micro-Unit Housing](#)
- C. [Ordinance 2022-14 – Second Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions”, and Article 2 “Administration”, Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative Standards,” providing standards for buildings](#)

NEW BUSINESS:

- A. [Resolution No. 56-2022 – Fiscal Year 2022-2023 Community Development Block Grant Agreement for Memorial Park Phase II](#)
- B. [Work Order #9 with The Paving Lady](#)
- C. [Annual contracts for Building Division inspections, plan reviews, code compliance inspections, and other building services with C.A.P. Government, Inc., GFA International and Hy-Byrd, Inc.](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

August 23 - Work Session @ 5 pm
August 24 - Pre-agenda work session @ 9 am
August 25 - Special meeting @ 6 pm - Casino Ballroom
August 30 - Utility meeting @ 6 pm

ADJOURNMENT:

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

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
WEDNESDAY, JULY 27, 2022 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:03 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

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

UPDATES / FUTURE ACTION / DIRECTION:

Action: Consensus for staff to enforce illegal parking on the rights-of-way; City Manager Davis to meet with the business owners to discuss the issue. (01:20)

Action: Consensus to move forward with efforts to address the housing crisis with a resolution presented at the August 16 regular meeting. (38:28)

Action: Consensus to appoint City Manager Davis as the voting delegate at the Business meeting for Florida League of Cities in August. (47:39)

Action: Consensus to move forward with a mobility presentation by WGI at a future meeting and initiating steps to increase the city tee canopy. (55:18)

Action: Consensus to move forward on a mission statement and look at the integrated resource plan for the Electric Utility Department. (58:44)

ADJOURNMENT: (1:01:19)

The meeting adjourned at 10:04 AM.

ATTEST:

Melissa Ann Coyne, City Clerk

Betty Resch, Mayor

Minutes Approved: August 16, 2022

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

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
THURSDAY, JULY 28, 2022 – 7:00 PM**

The meeting was called to order by Mayor Resch on the above date at 7:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:22) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega (arrived at 7:24 PM), Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:51) led by Vice Mayor Christopher McVoy.

NEW BUSINESS: (1:17)

A. Resolution No. 51-2022 - Fund Appropriation for Bohemian Lease Agreement, Ordinance No. 2020-08 - Establishment of a mixed use urban planned development for The Bohemian

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Resolution No. 51-2022 appropriating funds from the Penny Sales Tax for the Bohemian Lease Agreement Payment.

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

Action: Consensus to bring back Resolution 51-2022 for ratification and add a discussion regarding the economic impact of the Gulfstream Hotel project to the city on the August 2, 2022 meeting.

ADJOURNMENT: (30:17)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 7:35 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved August 16, 2022.

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #2
CITY HALL COMMISSION CHAMBER
MONDAY, AUGUST 01, 2022 - 5:00 PM**

The meeting was called to order by Vice Mayor Christopher McVoy on the above date at 5:09 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:12) Present were Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes, and Reinaldo Diaz. Also present were Assistant City Manager Juan Ruiz, City Manager Carmen Davis and Deputy City Clerk Shayla Ellis. ABSENT: Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: (0:38) led by Commissioner Reinaldo Diaz.

UPDATES / FUTURE ACTION / DIRECTION: (1:12)

A. Fiscal Year 2023 operating and Capital Budgets- Governmental and Special Activity Funds

- General Fund
- Building Permit Fund
- Beach Fund
- Code Remediation Fund
- Golf Fund

The meeting recessed at 7:05 PM and reconvened at 7:11 PM.

- Information Technology Internal Service Fund
- Garage Internal service Fund
- Self-Insurance Internal Service Fund
- Employee Benefit Fund
- Debt Service Fund

ADJOURNMENT: (1:51:37)

The meeting adjourned at 8:53 PM.

Christopher McVoy, Vice Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 16, 2022

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

DRAFT

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 02, 2022 – 6:00 PM**

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

ROLL CALL: (0:20) Present were Mayor Betty Resch (via Zoom), Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (1:38) led by Commissioner Sarah Malega.

PLEDGE OF ALLEGIANCE: (2:10) led by Vice Mayor Christopher McVoy.

ADDITIONS/DELETIONS/REORDERING (2:26)

Presentation B, Presentation on Mental Health America's Bell Seal for Workplace Mental Health Gold Status by Human Resources, will be on the August 16 agenda. Unfinished Business A, Ratification of Resolution No. 51-2022 appropriating funds from the Penny Sales Tax for the Bohemian Lease Agreement Payment and New Business E, an Overview of the Gulfstream Hotel project economic incentives brought forward by Vice Mayor McVoy were added to the agenda.

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

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

PRESENTATIONS: (8:12) (there is no public comment on Presentation items)

- A. Presentation from Kelly Smallridge on the status of Economic Development activity in Palm Beach County and how it is intrinsically connected to housing, especially affordable/workforce housing (8:12)
- B. (moved to the August 16 meeting) Presentation on Mental Health America's Bell Seal for Workplace Mental Health Gold Status by Human Resources
- C. Thoughts and Inspirations for the Lake Worth Beach Pool - a slideshow by Vice Mayor Christopher McVoy (25:26)

COMMISSION LIAISON REPORTS AND COMMENTS: (38:38)

CITY MANAGER'S REPORT: (47:05)

City Manager Davis provided the following report:

- there would be a feature on Channel 12 regarding the city's micro-unit ordinance
- announced open enrollment for the city on August 8-19th
- announced that she would be judging Children's Got Talent at Lake Worth Playhouse on August 5
- met with CPZ Architects and the Ocean Rescue team

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (49:25)

APPROVAL OF MINUTES: (1:00:58)

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

- A. Regular Meeting - July 5, 2022
- B. Pre-agenda Work Session - July 13, 2022
- C. Regular Meeting - July 19, 2022

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

CONSENT AGENDA:

There were no items on the Consent Agenda.

PUBLIC HEARINGS:

There were no Public Hearing items on the agenda.

UNFINISHED BUSINESS: (1:01:37)

- A. (added) Ratification of Resolution No. 51-2022 appropriating funds from the Penny Sales Tax for the Bohemian Lease Agreement Payment

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to ratify Resolution No. 51-2022 appropriating funds from the Penny Sales Tax for the Bohemian Lease Agreement Payment.

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

NEW BUSINESS: (1:20:50)

- A. Resolution No. 50-2022 – approving the electronic filing of campaign reports (1:21:55)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 50-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,

IMPLEMENTING THE PROVISIONS OF SECTION 106.07(2)(A)2., FLORIDA STATUTES, REQUIRING SUBMISSION OF CAMPAIGN FINANCE REPORTS THROUGH AN ELECTRONIC FILING SYSTEM; ESTABLISHING REQUIREMENTS FOR THE SYSTEM; ESTABLISHING REQUIREMENTS FOR SYSTEM ACCESS AND USEAGE; DESCRIBING APPLICABLE EXEMPTIONS FROM PUBLIC RECORDS LAW; AUTHORIZING THE CITY CLERK TO PROMULGATE RULES AND OTHER GUIDANCE RELATED TO THE SYSTEM; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to approve Resolution No. 50-2022 – approving the electronic filing of campaign reports.

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

B. Ordinance 2022-12 - First Reading - amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” and Article 2 “Administration”, Division 3 “Permits” adding a new Section 23.2-39 “Affordable/Workforce Housing Program,” providing for a Lake Worth Beach Affordable/Workforce Housing Program (1:26:40)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-12 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1-12 “DEFINITIONS,” ADDING A NEW DEFINITIONS “ANNUAL GROSS HOUSEHOLD INCOME,” “GROSS RENT” AND “OVERALL HOUSING EXPENSE;” AND ARTICLE 2 “ADMINISTRATION,” DIVISION 3 “PERMITS,” ADDING A NEW SECTION 23.2-39 “AFFORDABLE/WORKFORCE HOUSING PROGRAM,” PROVIDING FOR AN AFFORDABLE/WORKFORCE HOUSING PROGRAM WITHIN THE CITY OF LAKE WORTH BEACH; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance 2022-12 on first reading, adding language regarding setting the base rate at \$15 per square foot and allowing the rate to float with the consumer price index, setting the second reading and public hearing for August 16, 2022.

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

The meeting recessed at 8:06 PM and reconvened at 8:24 PM.

C. Ordinance 2022-13 - First Reading - amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” and Article 4 “Development Standards”, adding a new Section 23.4-25 “Micro-Units,” providing for Micro-Unit Housing (2:21:26)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-13 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS," ARTICLE 1 "GENERAL PROVISIONS," DIVISION 2 "DEFINITIONS," SECTION 23.1-12 "DEFINITIONS," ADDING A NEW DEFINITION "MICRO-UNIT;" AND ARTICLE 4 "DEVELOPMENT STANDARDS," ADDING A NEW SECTION 23.4-25 "MICRO-UNITS," PROVIDING FOR DEVELOPMENT STANDARDS FOR MICRO-UNITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance 2022-13 on first reading, setting the second reading and public hearing for August 16, 2022.

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

Mayor Resch passed the gavel at 8:48 PM.

D. Ordinance 2022-14 - First Reading - amending Chapter 23 "Land Development Regulations," Article 1 "General Provisions," Division 2 "Definitions," Section 23.1-12 "Definitions", and Article 2 "Administration", Division 3 "Permits," Section 23.2-31 "Site Design Qualitative Standards," providing standards for buildings (2:43:49)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-14 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS," ARTICLE 1 "GENERAL PROVISIONS," DIVISION 2 "DEFINITIONS," SECTION 23.1-12 "DEFINITIONS," ADDING THERETO NEW DEFINITIONS "SOCIAL JUSTICE" AND "SUSTAINABILITY;" AND "ARTICLE 2 "ADMINISTRATION," DIVISION 3 "PERMITS," SECTION 23.2-31 "SITE DESIGN QUALITATIVE STANDARDS," PROVIDING FOR STANDARDS FOR BUILDINGS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Mayor Resch resumed the gavel at 9:44 PM.

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance 2022-14 on first reading, taking the words "strive to" out of line 16, and setting the second reading and public hearing for August 16, 2022.

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

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

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

E. (added) Overview of the Gulfstream Hotel project economic incentives brought forward by Vice Mayor McVoy (3:43:43)

CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

UPCOMING MEETINGS AND WORK SESSIONS:

August 10 - Pre-agenda work session @ 9 am
August 11 - Budget Work Session #2 @ 5 pm
August 15 - Budget Work Session #3 @ 5 pm
August 16 - Regular Meeting @ 6 pm

ADJOURNMENT: (4:16:54)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 10:21 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved August 16, 2022.

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Financial Services

TITLE:

Payments of Fiscal Year 2021 Invoices

SUMMARY:

Authorization for payment of outstanding invoices for goods and services provided in Fiscal Year 2021 not paid prior to the closure of the accounts for the fiscal year.

BACKGROUND AND JUSTIFICATION:

The Financial Services Department received invoices for goods and services provided to City Departments during Fiscal Year 2021. Though the goods and services were approved and provided for in Fiscal Year 2021 the invoices for said goods and services provided by Vendors were not paid prior to the Fiscal Year 2021's books being closed. As such, the payment for the goods and services requires authorization of the use of Fiscal Year 2022 funds to cover the expenditures.

The item provides for the necessary authorization by the City Commission to utilize Fiscal Year 2022 funds in the amount of \$ 1,887.90 to cover the expenses incurred and goods and services received in Fiscal Year 2021

MOTION:

Move to approve/disapprove authorization of the use of Fiscal Year 2022 funds to pay for expenditures incurred in Fiscal Year 2021

ATTACHMENT(S):

Fiscal Impact Analysis
Invoice List

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	1,887.90	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Invoice list contains fiscal impact details.

Department	Company Name	Invoice Number	PO #	GL Account	Amount
Community Sustainability	Goren, Cherof, Doddy & Ezrol, P.A.	1004490-27243	186690	160-2040-515.34-50	1,887.90

Total: 1,887.90

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Financial Services

TITLE:

Interlocal Agreement with the Lake Worth Beach Community Redevelopment Agency (LWBCRA) for payment of auditing services provided by the City's Consultant RSM US, LLP

SUMMARY:

This agreement formalizes the LWBCRA financial responsibility for the agreed upon auditing services provided by the City's Consultant RSM US, LLP

BACKGROUND AND JUSTIFICATION:

On October 6, 2020, the City entered into an agreement with the Consultant RSM US, LLP to provide Annual Independent Financial Auditing Services to the City as required by Florida Statutes.

Pursuant to Section 163.387(8), Florida Statutes, the LWBCRA is required to provide a financial audit by an independent certified financial accountant or firm, and desires to utilize the City's Consultant RSM US, LLP.

In consideration of the City contracting RSM US, LLP for the performance of financial audits, the LWBCRA agrees to pay RSM US, LLP the cost of services associated with the separate LWBCRA financial audits as defined in the auditing services agreement between the City and RSM US, LLP.

MOTION:

Move to approve/disapprove the Interlocal Agreement with the LWBCRA for payment of auditing services associated with LWBCRA provided by the City's Consultant RSM US, LLP

ATTACHMENT(S):

CRA Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE WORTH BEACH AND THE
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR PAYMENT OF AUDITING SERVICES**

THIS INTERLOCAL AGREEMENT FOR PAYMENT OF AUDITING SERVICES (“AGREEMENT”) is made this ___ day of _____, 2022, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, (hereinafter referred to as “**CITY**”), and the **LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the “**LWBCRA**”).

W I T N E S S E T H:

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

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

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

WHEREAS, pursuant to Section 163.387(8), Florida Statutes, the **LWBCRA** is required to provide a financial audit by an independent certified financial accountant or firm, and the **LWBCRA** desires to utilize the **CITY**’s auditor to satisfy the statutorily required audit reporting requirements, all in the best interest of the **LWBCRA** and the **CITY**; and

WHEREAS, the **LWBCRA** agrees to reimburse the **CITY**’s Consultant **RSM US, LLP** for the costs associated with the auditor performing the financial audit of the **LWBCRA** for Fiscal Years defined in the **CITY**’s Agreement as amended, which is attached hereto as Exhibit “**A**”; and

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

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

1. The recitations set forth above are hereby incorporated herein by reference.
2. In consideration of the **CITY** contracting with its auditor, **RSM US, LLP**, for the performance of the financial audits, the **LWBCRA** agrees to pay to **RSM US, LLP** the amounts defined in the **CITY**’S Agreement for the **LWBCRA** financial audits performed by **RSM US, LLP** pursuant to the Agreement which is attached hereto as Exhibit “**A**.”

Payment shall be made by the LWBCRA to the RSM US, LLP upon completion of the audit report, and the receipt of an invoice from the CITY evidencing the completion of the auditing services, and the payment amount. Upon receipt of the invoice, and any required documentation, the LWBCRA shall process payment in accordance to the payment terms defined in the CITY's Agreement.

3. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the LWBCRA, the CITY, and RSM US, LLP, particularly regarding certain aspects of performing the annual financial audit, providing records, and responding to inquiries from RSM US, LLP. Upon completion of the financial audit of the LWBCRA, the CITY shall transfer to the LWBCRA copies of any documents, data, and information requested by the LWBCRA related to the financial auditing services in order that the LWBCRA may prepare and respond to any inquiries related to the audits.

4. **Term and Termination.** This Agreement shall be in effect upon execution by the CITY and the LWBCRA, and shall remain in effect until the Scope of Services provided by RSM US, LLP are completed in a manner satisfactory to both the CITY and the LWBCRA.

5. **Public Records.** The CITY and LWBCRA shall comply with the requirements of Section 119.07, *et seq.*, Fla.Stat., related to the handling of public records. The CITY and LWBCRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by the LWBCRA which shall be kept for a period after the completion of all work to be performed pursuant to this Agreement, in compliance with The Florida Records Retention Schedule, as may be amended from time to time.

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

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Melissa Coyne, City Clerk

By: _____
Betty Resch
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

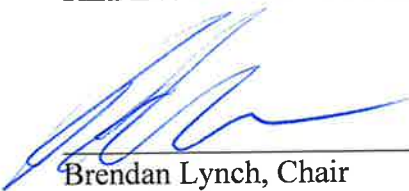
By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

**LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY**



Joan Oliva, Executive Director



Brendan Lynch, Chair

Dated this ____ day of _____, 2022

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 52-2022 -- authorizing the submission of an application to the Bureau of Justice Assistance for the City's Justice Assistance Grant formula award

SUMMARY:

The resolution approves and authorizes the submission of an application to the Bureau of Justice Assistance for the City's Justice Assistance Grant formula award of \$33,124. The City intends to use these funds to support the Literacy Program Specialist position to provide general management, oversight and coordination of the City's out-of-school literacy, prevention and education programs for at-risk youth to be conducted at the City's Municipal Library and in the community.

BACKGROUND AND JUSTIFICATION:

The Department of Justice, Bureau of Justice Assistance (BJA) has recently notified the City of its eligibility for Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) funding under the Local JAG solicitation in the amount of \$33,124. These funds are made available to the City for eligible local initiatives and activities that include law enforcement, programs, prosecution and court programs, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation and technology programs, and crime victim and witness programs. The term of the award is from October 1, 2022 through September 30, 2026.

In accordance with support provided by the City Commission and public input at the regular City Commission meeting on July 19, 2022, the City proposes to use this allocation of Fiscal Year 2022 JAG program funding for the continued support of the Literacy Program Specialist position. This full-time position is fully grant funded and is responsible for general management, oversight and coordination of the out-of-school literacy, prevention and out-of-school programs offered at the City's public library, as well as in the community. This is an eligible prevention and education program under the JAG program guidelines.

Resolution No. 52-2022 approves the submission of the City's application for Fiscal Year 2022 JAG funding for this purpose. It further authorizes the Mayor or her designee to execute the Certification and Assurances form once all public comment requirements have been satisfied.

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

MOTION:

Move to approve/disapprove Resolution No. 52-2022 approving the submission of the City's application for Fiscal Year 2022 JAG funding in the amount of \$33,124, and authorizing the Mayor, or her designee, to execute the Certification and Assurances form once all public comment requirements have been met.

ATTACHMENT(S):

Resolution
Grant Application

RESOLUTION NO. 52-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR GRANT FUNDS PROVIDED THROUGH THE FISCAL YEAR 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF \$33,124; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City has received notification from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance of its eligibility to apply for assistance under the Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) program via the Local JAG program solicitation; and

WHEREAS, the Fiscal Year 2022 JAG program allocation of the City has been established by formula in the amount of \$33,124 for eligible local initiatives and activities; and

WHEREAS, the provision of out-of-school programs for at-risk youth is an eligible youth is an eligible prevention and education activity under JAG program guidelines; and

WHEREAS, the City desires to apply for Fiscal Year 2022 JAG program funds to support the Literacy Program Specialist position to provide general oversight, management and coordination of the out-of-school literacy, prevention and education programs for at-risk youth at the City's public library and in the community; and

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the submission of an application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for grant funds made available through the Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant program in the amount of \$33,124 to support the Literacy Program Specialist position to provide general oversight, management and coordination of the out-of-school literacy, prevention and education programs for at-risk youth at the City's public library and in the community. .

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the Mayor, or her designee, to execute the Certification and Assurances form once all public comment requirements have been satisfied.

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

SECTION 4: This resolution shall become effective 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 _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

FY 2022 JUSTICE ASSISTANCE GRANT APPLICATION
CITY OF LAKE WORTH BEACH

1. Program Abstract
2. Program Narrative
3. Budget Detail Worksheet
4. Budget Narrative
5. Financial Capability
6. Applicant Disclosure of Duplication in Cost Items
7. Information Regarding Communication with DHS and/or ICE
8. FY 2022 Local JAG Solicitation Certifications and Assurances

PROGRAM ABSTRACT

Applicant Name: City of Lake Worth Beach

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

Goals of the Project:

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

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

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

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

- Gangs
- After school
- Crime prevention
- Mentoring
- Counseling
- Prevention – delinquency
- Prevention – substance abuse
- Bullying
- Conflict resolution
- Campus safety
- Drub endangered children

PROGRAM NARRATIVE

Historical Perspective

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

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

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

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

City of Lake Worth Beach Youth Empowerment Centers

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

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

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

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

Accomplishments FY 2006 – FY 2020

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

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

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

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

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

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

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

This application is requesting Fiscal Year 2022 Justice Assistance Grant Program funding for the purpose of continuing the on-site Literacy Program Specialist position to provide general oversight, management and coordination of the out-of-school programs at the City's public library that is also utilizing funding from the FY 2020 and FY 2021 JAG awards. As previously noted, these activities will continue to be modeled after the Office of Juvenile Justice and Delinquency Prevention Comprehensive Gang Model to prevent and reduce violent and other gang-related crime. Specifically, these programs are designed for the following purpose areas:

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

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

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

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

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

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

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

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

The structure of these activities will be dependent upon the status of the community with respect to the COVID-19 outbreak as Florida is currently experiencing a significant increase in new cases. If necessary, planned activities will be conducted via virtual sessions.

Budget Detail - Year 3

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
 (DOJ Financial Guide, Section 3.10)

A. Personnel		Computation				
Name	Position	Show annual salary rate & amount of time devoted to the project for each name/posittic				
<i>List each name, if known.</i>	<i>List each position, if known.</i>	Salary	Rate	Time Worked (# of hours; days; months; years)	Percentage of Time	Total Cost
To Be Determined	Literacy Program Specialist	\$710.00	weekly	47	100%	\$33,370
Total(s)						\$33,370

Narrative

The City's Literacy Programs Specialist will be compensated at \$17.75 per hour for an average of forty (40) hours per week. It is estimated that the FY 2022 J sufficient for forty-six (46) weeks and a portion of the forty-sixth week during the third year of the grant. The City will cover the balance of the salary for the

B. Fringe Benefits

Name	Computation		
<i>List each grant-supported position receiving fringe benefits.</i>	<i>Show the basis for computation.</i>		
	Base	Rate	Total Cost
			\$0
Total(s)			\$0
<i>Narrative</i>			

The City will be responsible for associated fringe benefits that are applicable to the employer. These include costs for Social Security, Medicare, Worker's Compensation, Dental HMO, vision and basic life insurance, and costs associated with EAP and Wellness programs. The employee will experience deductions for the benefits to be determined by the selection of benefit options. These expenses will vary significantly depending upon the coverage selected by the employee. been provided to DOJ regarding the City's comprehensive Benefits package.

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 <i>(if needed)</i>		Year 3 <i>(if needed)</i>		Year 4 <i>(if needed)</i>		Year 5 <i>(if needed)</i>		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$0	\$0	\$0	\$0	\$33,124	\$246	\$0	\$0	\$0	\$0	\$33,370
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$0	\$0	\$0	\$0	\$33,124	\$246	\$0	\$0	\$0	\$0	\$33,370
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$0	\$0	\$0	\$0	\$33,124	\$246	\$0	\$0	\$0	\$0	\$33,370

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No

BUDGET NARRATIVE

Overview

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

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

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

Activity Budget Narrative

The City of Lake Worth Beach is responsible for the general oversight and maintenance of the City's public library. The formula allocation of \$33,124 in Fiscal Year 2022 Justice Assistance Grant (JAG) Program funds the City for which is applying will be used to implement the Literacy Program Specialist position that will provide general management, coordination and oversight of the afterschool literacy, education and crime prevention programs offered at the City's public library and in the community

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

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

Compensation for these services will be provided at the rate of \$17.75 per hour. for a forty (40) hour week with this funding request. It is anticipated that the FY 2022 JAG allocation of \$33,124 will fund the salary for this position for forty-six (46) weeks and a portion of the forty-seventh week during the third year of the term of this award. Prior to this, the City intends to utilize FY 2020 JAG funds that have been awarded for this purpose. (A Grant Award Modification has been approved for this purpose). Fiscal Year 2021 JAG funds will be utilized for this purpose after all FY 2020 funds have been expended.

The City will be responsible for associated fringe benefits that are applicable to the employer. These include costs for Social Security, Medicare, and premiums for medical, Dental HMO, vision and basic life insurance, and costs associated with EAP and Wellness programs. The employee will experience deductions for these fringe benefits and those benefits to be determined by the selection of benefit options. These expenses will vary significantly depending upon the coverage selected by the employee. No JAG award funding will be utilized for this purpose.

The City's Comprehensive Benefits Package Includes:

- Paid Time Off - Vacation, Sick, Holidays
- Medical - Cigna OAPIN / Telehealth - Cigna MDLIVE
- Dental - Cigna – PPO, DHMO
- Vision – Eyemed: Insight
- Flexible Spending Accounts – Benefits Workshop (Health and Dependent Care)
- Basic Term Life and AD&D – New York Life Group (Basic and Supplemental, including spouse and child)
- Short Term Disability / Long Term Disability – New York Life Group
- Employee Assistance Program - Cigna
- Wellness programs – Initiatives with rewards, gym discounts
- Supplemental plans - Cigna (Accident, Critical Illness, Group Hospital)
- Retirement – Pension with City contributions – The Resource Center
- Retirement - 457B – Mission Square or Nationwide
- Retirement - Roth IRA Mission Square



Background

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

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

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

1. Name of Organization and Address:

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

2. Authorized Representative's Name and Title:

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

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

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

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

If "No" skip to Question 10.
 If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

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

Yes No

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

Yes No

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

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

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

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

Financial Statement Audit

Defense Contract Agency Audit (DCAA)

Other Audit & Agency (list type of audit):

None (if none, skip to question 13)

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

Name of Audit Agency/Firm: RSM US LLP

AUDITOR'S OPINION

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

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

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

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

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

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

Manual Automated Combination of manual and automated

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

Yes No Not Sure

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

Yes No Not Sure

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

Yes No Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

PROPERTY STANDARDS AND PROCUREMENT STANDARDS

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

TRAVEL POLICY

24. Does the applicant entity: (a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (b) adhere to the Federal Travel Regulation (FTR)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
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SUBRECIPIENT MANAGEMENT AND MONITORING

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards
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26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

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

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

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

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

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

- Yes No Not Sure

If "Yes", provide the following:

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

[Redacted]

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

[Redacted]

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

Name: [Redacted]

Phone: [Redacted]

Email: [Redacted]

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

[Redacted]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

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

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

Name: **Bruce Miller** [Redacted]

Date: **2022-7-25** [Redacted]

Title: Executive Director Chief Financial Officer Chairman

Other: [Redacted]

Phone: **561.586.1641** [Redacted]



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

DISCLOSURE

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



7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

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

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

N/A

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

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

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

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 53-2022 -- authorizing the Mayor, or her designee, to execute the Agreement between the State of Florida, Department of State and the Lake Worth Beach Public Library for the 2023 BiblioArte! Festival

SUMMARY:

The resolution approves and authorizes the Mayor, or her designee, to execute the Agreement between the State of Florida, Department of State and the Lake Worth Beach Public Library for the 2023 BiblioArte! Festival. The Agreement sets forth the terms and conditions for the use of \$18,350 in grant funding to assist with the production of the BiblioArte! 2023 week of activities that will celebrate art and literacy.

BACKGROUND AND JUSTIFICATION:

Resolution No. 53-2022 approves and authorizes the Mayor, or her designee, to execute the Agreement between the State of Florida, Department of State and the Lake Worth Beach Public Library to provide grant funding from the National Endowment for the Arts State Partnership in the amount of \$18,350 to support the 2023 BiblioArte! Festival. The festival will feature a guest artist to interact with local school children and their families in sharing vision, techniques and life story in order to provide participants with an insight into the realms of art and literacy.

This festival will serve to provide a link between literacy and art in the community. In addition to the opportunity for participants to interact directly with the guest artist, there will be various outdoor activities conducted in the Cultural Plaza that will include several art stations for participants to produce items to take home, music provided by local schools and books for the children to take home.

Partners with the BiblioArte! Festival include the School District of Palm Beach County, the Cultural Council of Palm Beach County, Bridges of Palm Beach County, Healthier Lake Worth Beach and volunteers from the community. The City will be required to provide a local cost share of \$20,150 included in the FY23 budget to match the grant award.

MOTION:

Move to approve/disapprove Resolution No. 53-2022 to approve and authorize the Mayor, or her designee, to execute the Agreement between the State of Florida, Department of State and the Lake Worth Beach Public Library for the BiblioArte! 2023 festival.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution No. 53-2022
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	18,350	0	0	0
External Revenues	0	18,350	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 0	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Department Name	Division Name	Account Description	Project Number	FY23 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
180-0000-334.70-00	Leisure Services		State Grant		18,350				
001-8020-571-12-10	Leisure Services	Library	Library Personnel	TBD	5,350				
001-8020-570-48.00	Leisure Services	Library	Outside Fees and Services	TBD	6,850				
001-8020-571-48.00	Leisure Services	Library	IT Support	TBD	5,000				
001-8020-571-31.50	Leisure Services	Library	Utilities	TBD	650				
001.8020.571-46-10	Leisure Services	Library	Maintenance	TBD	500				

The matching funds for the grant have been included in the FY 2023 budget.

RESOLUTION NO. 53-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND THE LAKE WORTH BEACH PUBLIC LIBRARY IN THE AMOUNT OF \$18,350 IN NATIONAL ENDOWMENT FOR THE ARTS STATE PARTNERSHIP GRANT FUNDS FOR THE 2023 BIBLIOARTE! FESTIVAL; AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Florida Department of State, Division of Cultural Affairs, (“Department”) Specific Grant Program is designed to fund a single cultural project, exhibition or series; and

WHEREAS; Endowment for the Arts State Partnership (“Program”) grant funds are made available to eligible organizations and individuals to support the mission of the applicant and further the Department’s cultural objectives and

WHEREAS, the City has been awarded \$18,350 in Program grant funds by the Department for supporting the 2023 BiblioArte! festival; and

WHEREAS, the Department has prepared an Agreement for the 2023 BiblioArte! project (“Agreement”) that sets forth the terms and conditions for the use of these grant funds for this purpose; and

WHEREAS, the City is required to provide a local cost share of \$20,150 that has been included in the FY 2023 buget; and

WHEREAS, the City desires to enter into this Agreement with the Department; and.

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby approves the Agreement between the State of Florida, Department of State and the Lake Worth Public Library for grant funding in the amount of \$18,500 for the 2023 BiblioArte! Festival.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the Mayor, or her designee, to execute the Agreement between the State of Florida, Department of State and the Lake Worth Public Library and all related documents for this stated purpose.

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

SECTION 4: This resolution shall become effective 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 _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Agreement Between
The State of Florida, Department of State
And
Lake Worth Beach Public Library

This Agreement is by and between the State of Florida, Department of State, Division of Arts and Culture hereinafter referred to as the "Division," and the Lake Worth Beach Public Library hereinafter referred to as the "Grantee."

The Grantee has been awarded a Specific Cultural Project grant by the Division, grant number 23.c.pr.105.073 for the project "BiblioArte" in the amount of \$18,350. Funds for this grant have been appropriated in the FY 2023 General Appropriations Act on line 3192A. The Division has the authority to administer this grant in accordance with Section 265.286, *Florida Statutes*.

Funds from this grant are allocated by the State of Florida, Department of State, Division of Arts and Culture to meet the required cost share or match for federal funding from the National Endowment for the Arts State Partnership Award # 1903723-61.22 and as such are considered NEA subawards. All funds disbursed under this program may only be used in compliance with both State and Federal regulations including applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable statutes, regulations, and executive orders.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "BiblioArte" project, the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Complete the introductory package of requirements for the implementation of the Scope of Work. Finalize agreement with the featured guest for BiblioArte. Execute one (1) art exhibit. Execute the BiblioArte! event.

All tasks associated with the project will be completed by June 30, 2023.

b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Complete the introductory package of requirements for the implementation of the Scope of Work.	Introductory package of requirements includes: Timeline of grant activities for the grant period (e.g., Calendar of Events, Season Schedule, etc.) and Grants Management Webinar Quiz Certificate of Completion demonstrating a 100/100 score.	\$4,587.50

2	Fixed Price	Finalize agreement with featured guest for BiblioArte	Contract or invoice for featured guest	\$4,587.50
3	Fixed Price	Execute one (1) art exhibit	Marketing materials and photos of the exhibit	\$4,587.50
4	Fixed Price	Execute the BiblioArte! event	Marketing materials and photos of the event	\$4,587.50
Totals				\$18,350

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2023. The Budget provides details of how grant funds will be spent (which is incorporated as part of this Agreement and entitled Attachment A). All expenditures for this agreement shall be in accordance with this budget (Attachment A).
- d) **Change Orders.** Should grant expenditures exceed the budgeted grant amount for any category by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2022, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Arts and Culture:

Danila Coppola
Florida Department of State
R.A.Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6431

Email: Danila.Coppola@dos.myflorida.com

For the Grantee:

Cindy Ansell

15 North M Street Lake Worth Beach Florida 33460

Phone: 561.533.7354

Email: cansell@lakeworthbeachfl.gov

4. **Grant Payments.** All grant payments are requested by submitting a payment request with documentation that the deliverable has been completed.

The total grant award shall not exceed \$18,350 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of the Agreement. The grant payment schedule is outlined below:

- a) The first payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
 - b) The second payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
 - c) The third payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
 - d) The fourth payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
5. **Electronic Payments.** The Grantee may choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the **Florida Department of Financial Services**. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <https://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). **An updated Substitute W-9 must be on file with www.myfloridacfo.com prior to release of payment. Grantee should confirm current Substitute W-9 is up to date prior to signing contract.**
7. **Grant Funds Expenditure Log.** The Grantee must submit an expenditure log demonstrating the use of grant funds prior to the release of any subsequent payments. Each log must list all grant expenditures, including check numbers or transaction numbers, payees, dates of payment, check amounts, and associated Deliverables that support the satisfactory completion of services for each payment. The expenditure log details how grant funds were spent to achieve the deliverable(s) during the previous payment period. Expenditure logs will be

submitted online with payment requests at <https://dosgrants.com>.

8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. 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. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) The full amount of the first payment (fixed price in the amount of 25% of the grant award) will be returned to the State of Florida if any Deliverable is not satisfactorily completed.
 - b) Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
 - c) Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
 - d) Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.

If the grantee has spent less than the total grant award in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between state dollars spent and the total grant award. The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. Pursuant to Section 18, the Grantee shall refund to the Division any excess funds paid out prior to reduction of total grant funding.

10. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses, and activities that occurred during that reporting period. All reports on grant progress will be submitted online through <https://dosgrants.com>.
 - a) **Mid-Year Project Progress Report** for the grant period July 1 through December 31; first report is due no later than January 30
 - b) **Final Report** for the grant; the final report is due no later than July 30
11. **Matching Funds.** Grantees must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the Division. Some expenses can only be included in the Estimated Project Budget as match. The Division of Arts and Culture will provide exceptions to the financial matching requirements on grants for Rural Economic Development Initiative (REDI) communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes* and Underserved Cultural Community Development, Artist Performances on Tour, Teaching Artists and Artist Project categories for Specific Cultural Projects.

- 12. Grant Completion Deadline.** The grant completion deadline is June 30 2023. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Approved Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 30 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 13 of this Agreement.
- 13. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least 30 days prior to the end of the grant period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death, or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
- 14. Credit Line(s) to Acknowledge Grant Funding.** In publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

"Sponsored in part by the State of Florida, Department of State, Division of Arts and Culture, the Florida Council on Arts and Culture, and the National Endowment for the Arts."

- 15. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf>, and in compliance with Federal requirements at 2 CFR 200 <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>. In addition, the following are not allowed as grant or matching expenditures:
- a) State funds from any source. This includes any income that comes from an appropriation of state funds or grants from the State of Florida.
 - b) Federal funds from any source.
 - c) Funds used as match for other Department of State grants.
 - d) Expenses incurred or obligated outside of the grant period.
 - e) Lobbying or attempting to influence federal, state, or local legislation, the judicial branch or any state agency.
 - f) Capital expenditures (acquisitions, building projects, renovation or remodeling of facilities). Exception: capital expenditures that are directly related to the proposal such as exhibit construction or stage lighting.
 - g) Costs associated with bad debts, contingencies (money set aside for *possible* expenses), fines and

penalties, interest, taxes (does not include payroll taxes), depreciation, and other financial costs including bank fees and charges and credit card fees.

- h) Private entertainment.
- i) Food and beverages.
- j) Plaques, awards, and scholarships.
- k) Activities restricted to private or exclusive participation, which shall include restricting access to programs on the basis of sex, race, color, national origin, religion, disability, age, or marital status.
- l) Re-granting.
- m) Contributions and donations.
- n) Mortgage payments.
- o) Payments to current Department of State employees.
- p) Telephone, utilities, office supplies, fixtures, building maintenance, space rental, equipment costing over \$1,000 and other overhead and indirect costs. These expenses may only be used as match.
- q) Travel.

- 16. Travel.** The grantee must pay any travel expenses necessary for the completion of grant activities from local matching funds.
- 17. International Travel.** In accordance with Section 15.182, Florida Statutes (International travel by state-funded musical, cultural, or artistic organizations; notification to the Department of State), the grantee shall notify the Department of State of any international travel at least 30 days before the date the international travel is to commence or, when an intention to travel internationally is not formed at least 30 days in advance of the date the travel is to commence, as soon as feasible after forming such travel intention. Notification shall include date, time, and location of each appearance.
- 18. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, 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 state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must 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*.
- 19. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Danila Coppola, Division of Arts and Culture, 500 South Bronough Street

Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

20. **Single Audit Act.** The grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
21. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
22. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
23. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
24. **Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Arts and Culture grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Arts and Culture, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.
- 29. Copyright.** If publications, films, or similar materials are developed, directly or indirectly, from a program, project, or activity supported by the grant funds herein, any resulting copyright shall be held by the Grantee. As a condition of grant assistance, the Grantee agrees to and hereby awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
- 30. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and

property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state, and federal law.
- 32. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, disability, or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 34. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- 35. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or

remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

36. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Government entities shall follow procurement procedures in accordance with Section 287.057, *Florida Statutes*. All grantees shall maintain documentation demonstrating an open procurement process.
38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Arts and Culture.
40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
43. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

44. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)
- d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment C)

In acknowledgment of Grant Number 23.c.pr.105.073 provided for from funds appropriated in the FY 2023 General Appropriation Act in the amount of \$18,350, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State: By: _____ Sandy Shaughnessy, Division Director _____ Witness _____ Date	Grantee: By: _____ Authorizing Official for the Grantee _____ Print name and title of Authorizing Official _____ Witness _____ Date
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ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Personnel: Administrative			
Project administrator	\$0	\$2,700	\$0
<i>Subtotals</i>	<i>\$0</i>	<i>\$2,700</i>	<i>\$0</i>
Personnel: Programmatic			
Library staff	\$0	\$1,500	\$0
<i>Subtotals</i>	<i>\$0</i>	<i>\$1,500</i>	<i>\$0</i>
Personnel: Technical/Production			
Leisure services staff	\$0	\$1,150	\$0
<i>Subtotals</i>	<i>\$0</i>	<i>\$1,150</i>	<i>\$0</i>
Outside Fees and Services: Programmatic			
art activities	\$0	\$1,500	\$0
Sound	\$0	\$700	\$0
photography	\$0	\$400	\$0
emcee	\$0	\$450	\$0
Artist	\$12,000	\$1,500	\$0
Books	\$3,500	\$0	\$0
Art exhibit materials	\$350	\$0	\$0
music activities	\$0	\$1,300	\$0
<i>Subtotals</i>	<i>\$15,850</i>	<i>\$5,850</i>	<i>\$0</i>
Marketing			
Publicity materials	\$2,500	\$0	\$0
<i>Subtotals</i>	<i>\$2,500</i>	<i>\$0</i>	<i>\$0</i>

Description	Grant Funds	Cash Match	In Kind Match
Remaining Proposal Expenses			
IT support	\$0	\$5,000	\$0
Utilities	\$0	\$650	\$0
Office supplies	\$0	\$1,200	\$0
Postage	\$0	\$100	\$0
Waste disposal	\$0	\$500	\$0
Maintenace	\$0	\$500	\$0
<i>Subtotals</i>	<i>\$0</i>	<i>\$7,950</i>	<i>\$0</i>
Travel (match only)			
Artist travel	\$0	\$1,000	\$0
<i>Subtotals</i>	<i>\$0</i>	<i>\$1,000</i>	<i>\$0</i>
Totals	\$18,350	\$20,150	\$0

ATTACHMENT B
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff 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 Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office <http://www.ecfr.gov>

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

1. The Department of State through the <https://dosgrants.com> grants management system.
2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State through the <https://dosgrants.com> grants management system.
2. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: NA**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: NA**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: \$18,350**

MATCHING RESOURCES FOR FEDERAL PROGRAMS: NA

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, Cultural Builds Florida Grants, CSFA 45.062. \$18,350

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT C

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and/or debarment.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 54-2022 – approving the submission of an application for funding under the Florida Recreation Development Assistance Program for the replacement of playground equipment in Bryant Park

SUMMARY:

The resolution approves the submission of an application for \$50,000 in grant funding under the Florida Recreation Development Program for the replacement of playground equipment in Bryant Park. The existing playground equipment has reached the end of its useful life and is rapidly deteriorating as a result of exposure to the sun and saltwater environment.

BACKGROUND AND JUSTIFICATION:

The Florida Department of Environmental Protection, Office of Operations, Land and Recreation Grants has announced the availability of grant funding under the 2023-2024 Florida Recreation Development Assistance Program (FRDAP) on August 1, 2022. Eligible uses of these grant funds include the development and/or renovation of land owned by the applicant for public use.

Resolution No. 54-2022 approves the submission of an application from the City for \$50,000 in Fiscal Year 2023-2024 for the initial phase of the replacement of the playground equipment in Bryant Park. The existing playground equipment has reached the end of its useful life as a result of prolonged exposure to sunlight and the surrounding saltwater environment. Support undermounts and brackets have started to fail from severe corrosion and rubber hand grips have significantly deteriorated under these harsh conditions. The project is included in the current Capital Improvement Program. The City will not be required to provide a local cost share for this phase of the project.

MOTION:

Move to approve/disapprove Resolution No. 54-2022 approving the submission of an application to the Florida Department of Environmental Protection, Office of Operations, Land and Recreation Grants for grant funding in the amount of \$50,000 under the Florida Recreation Development Assistance Program for the initial phase of the replacement of the playground equipment in Bryant Park.

ATTACHMENT(S):

Fiscal Impact Analysis N/A
Resolution 54-2022
Application

RESOLUTION NO. 54-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OPERATIONS, LAND AND RECREATION GRANTS FOR GRANT FUNDING IN THE AMOUNT OF \$50,000 PROVIDED THROUGH THE FISCAL YEAR 2023-2024 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Florida Recreation Development Assistance Program ("FRDAP") is administered by the Florida Department of Environmental Protection, Office of Operations, Land and Recreation Grants ("FDEP") for the purpose of providing grant funds to local governmental entities for the acquisition and development of land for outdoor recreation use by the public; and

WHEREAS, FDEP has announced the availability of Fiscal Year 2023-2024 FRDAP funds on August 1, 2022; and

WHEREAS, these FRDAP grant funds will be made available on a competitive basis for any of three categories of eligible uses, including the development and/or renovation of land owned by the applicant for public use; and

WHEREAS, the City of Lake Worth Beach ("City") desires to apply for Fiscal Year 2023-2024 for \$50,000 in FRDAP grant funding for the initial phase of the replacement of the playground equipment in Bryant Park; and

WHEREAS, the City will not be required to provide a local cost share for these FRDAP grant funds, if awarded; and

WHEREAS, the City must submit its application to FDEP during the announced submission period of August 1, 2022 through August 31, 2022; and

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the submission of an application to the Florida Department of Environmental Protection, Office of Operations, Land and Recreation Grants for grant funds made available through the Fiscal Year 2023-2024 Florida Recreation Development Assistance

Program in the amount of \$50,000 for the initial phase of the replacement of the playground equipment in Bryant Park.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the Mayor, or her designee, to execute the application and all related documents.

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

SECTION 4: This resolution shall become effective 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 _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk



Florida Department of Environmental Protection

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT APPLICATION PACKAGE

Required Signatures: **Adobe Signature**

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: _____

Postmarked: _____

Application Number: _____

1. APPLICANT INFORMATION

A. Name of Applicant: City of Lake Worth Beach

B. Federal Employer Identification Number: **596000358
**** (This number must be registered at My Florida Market Place with the address the warrant will be forwarded)**

C. Population: 42,250

D. Current Operating Budget: \$40,323,914
(This is the operating budget for the city, county or special district, and not just the department budget)

E. Contact Person: Jerry Kelly Title: Grants Analyst
(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)

F. Mailing Address: 7 North Dixie Highway

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

Telephone : (561) 586-1689 E-mail: jkelly@lakeworthbeachfl.gov

FAX: 561.586.1689

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Signature of City or County Manager/Title

Date

2. PROJECT INFORMATION

A. Name of Project: Bryant Park Playground Improvements - Phase 1

B. Project Type (Check One): Project cannot be a combination of acquisition and development

Acquisition:

Development:

On land owned by applicant

On land currently under site control by applicant

Date site control expires: _____

Trail Construction:

On land owned by applicant

On land currently under site control by applicant

Date site control expires: _____

Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (October 15, 2021).

- **School board property is ineligible** either by lease or ownership.
- Include a copy of the site control documents (e.g., deed, lease, etc.). **If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion.**

(Tab as Exhibit "N")

C. PROJECT LOCATION:

Street Address: 100 South Golfview

City: Lake Worth Beach County: Palm Beach Zip Code: 33460 -

GIS Coordinates: Latitude: 26.610368865351656 Longitude: 80.04924615340516

1. Submit a boundary map of the project area providing a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. **Aerial photographs are accepted as boundary maps, as long as the boundaries are identified (Visit website for example).**

(Tab as Exhibit “K”)

2. Submit color, on-site photographs for **all three copies** of your application, sufficient to depict the physical characteristics of the project area.

(Tab as Exhibit “L”)

3. Location map and directions: Submit a detailed road map precisely locating the project site along with clear written driving instructions from the nearest federal or state highway. **NOTE:** Confirm that street names listed are the same as those posted on street signs in the area. Please do not use Map Quest or any other computer mapping program for this.

(Tab as Exhibit “M”)

D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED:

This should be the Florida Senate and Florida House district in which the **proposed project site is located**. If you are not sure of the district, contact your local office of the Supervisor of Elections. **(There is only one each.)**

State Senator: Lori Berman Senate District Number: 31

State Representative: David Silvers House District Number: 87

E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED: 48.84

F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.

1) For Development Projects:

- (a) Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.

Bryant Park is located along the Lake Worth Lagoon (Intracoastal Waterway) at 100 South Golfview Road in Lake Worth Beach. The park contains 48.84 acres and includes an amphitheater, boat ramp, fishing jetty, playground and trail.

The proposed project specific to this application is the initial phase of the replacement of the playground equipment that is in a deteriorating condition. As such, the existing equipment poses a potential hazard to users

- (b) Indicate if a natural spring is located on project site: Yes No

- (c) Indicate if there is public access to the park either through an existing street or easement: Yes No

Describe Public Access:

The park can be accessed by a public roadway at 100 South Golfview Road. There is a paved parking area as you enter the park grounds. Pedestrians can access the park at this entrance via existing sidewalks.

The playground area is situated in the southern end of the park, commonly referred to as "South Bryant Park", within walking distance from the main entrance and parking lot.

(If additional room needed - Tab as Exhibit "P")

2) For Acquisition Projects: (in addition to the above information)

- (a) If the proposed project consists of acquiring multiple parcels or from multiple owners, identify specific order in which the parcels will be acquired to ensure that in the event that all parcels cannot be acquired, the purposes of the project can be achieved. Also address the ability to have public access to the park either through an existing street or easement.

N/A

(If additional room needed - Tab as Exhibit "P")

3. FINANCIAL INFORMATION

GRANT MATCH RATIOS: (Based on the grant cap of \$200,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types.
The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.

A. FRDAP Funds Requested (State Share) Line A \$50000

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$1910.00

2. In-Kind: Line C \$0

3. Land Value: Line D \$0

If property is developed, land value CANNOT be used as a match.

Total Local Match: Line E \$1910
Sum of lines B, C and D

C. Total Cost of Proposed Project: Line F \$51910

**Sum of Lines A and E
(Should not total more than \$400,000)**

(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at <http://dep.state.fl.us/lands/Land and Recreation/Land Recreation.htm>).
(Tab as Exhibit "O")

D. PROJECT WORK PLAN (COMPLETE FOR ALL PROJECTS, DEVELOPMENT AND ACQUISITION):

On page 7 & 8 as attachment 1, list the project Work Plan for the elements for this application. The Project elements are listed with the related tasks and deliverables. Primary elements and support elements should be listed separately. Use as many project elements and tasks needed to complete the project.

Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 7 & 8 of this application. The site plan must correlate with the project boundary map and work plan elements. The site plan must CLEARLY DELINEATE using color codes between facilities/opportunities currently existing, facilities proposed for funding (page 7 & 8) in this application and facilities planned for future development. If project is an acquisition project, be sure to submit on the site plan the proposed elements to be developed as listed on page 17 of this application. Also identify different FRDAP phases on the site plan and any LWCF phases.

DEVELOPMENT PROJECTS:

PRIMARY RECREATION AREAS AND FACILITIES: Primary facilities include all recreation facilities and opportunities. **Primary cost must be equal to or greater than fifty percent (50%) of the total cost.** Primary examples are: beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, shade structures for recreational facilities, etc. Enclosed structures are not eligible costs. Costs of planning and site preparation should be included within the cost of each element. If land value is used as match, it should be included under primary cost. If this is a trail project, list the uses or types of trails. If developing one trail for multi-purposes state multi-purpose trail, but if doing several different trails list separately with each use (example: walking trail or bike trail).

SUPPORT FACILITIES AND IMPROVEMENTS: Support facilities are facilities which cannot stand alone, or which would have little or no public outdoor recreational value without the primary facility. No enclosed structures are eligible except restrooms, bathhouses or restroom/concession stands. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. The enclosed structures listed above cannot be phased and must be completed with one grant.

ACQUISITION PROJECTS:

If acquisition project, on page 7 & 8, list the project work plan for the acquisition phase of the project.

(Tab as Exhibit “H”)

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
DEVELOPMENT
PROJECT BUDGET DETAIL**

Project Name: Bryant Park Playground Improvements - Phase 1

Grantee Name: City of Lake Worth Beach

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

Task #1: Development of: <u>playground</u>	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
<p><u>(List each Primary project element)</u> New Playground Equipment: Drawings Equipment Purchase Equipment Freight Equipment Installation Dumpster</p>	<p>Provide Budget Detail</p> <p style="text-align: right;">850.00 30,074.46 3,481.54 13,994.00 1,600.00</p>	<p>Provide Budget Detail</p> <p style="text-align: right;">1,910.00</p>	<p>Project Completion Certification</p> <p>Final as-built site plan</p> <p>Florida Recreation and Parks Inventory Form</p> <p>Color Photographs of Project</p> <p>Notice of Limitation of Use</p> <p>Boundary Survey</p>

<p>(List each Support project element)</p> <p>N/A</p> <p>*All work will be completed in accordance with the approved plans.</p>			
TOTALS:	\$ 50000	\$ 1910.00	

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:

DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED: Identify **ALL** elements that will be completed under this Agreement.

DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement

PART II — EVALUATION CRITERIA

GENERAL CRITERIA

1. CAPITAL IMPROVEMENT PLAN

- A. Is the proposed project identified, in whole or in part, in the applicant’s capital improvement plan or schedule during the current or next three (3) fiscal years?

Provide:

1) A letter from the agency’s city or county manager certifying the five year capital improvement schedule is **officially adopted and date adopted**. **Project will not receive points if letter is not submitted and does not state the date CIP was adopted.**

- AND -

2) A copy of the five-year capital improvement schedule included in the applicant’s adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) **Please highlight project name, amount and year.**

(20 points)

Yes No

--- OR ---

- B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds?

Provide: a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must **clearly indicate the proposed project by name, amount and year and cannot be older than 3 years.**

(10 points)

Yes No

(Tab as Exhibit “A”)

2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

- A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **OUTDOOR RECREATION IN FLORIDA-2008 (Chapter 6 & 7)**. **Provide quotations or other appropriate references with explanations to justify the correlation.** To receive points, must give a detailed explanation as to how the project meets the goals, cannot only list the goals.

(Tab as Exhibit “B”) (4 points)

Please refer to the attached Exhibit "B".

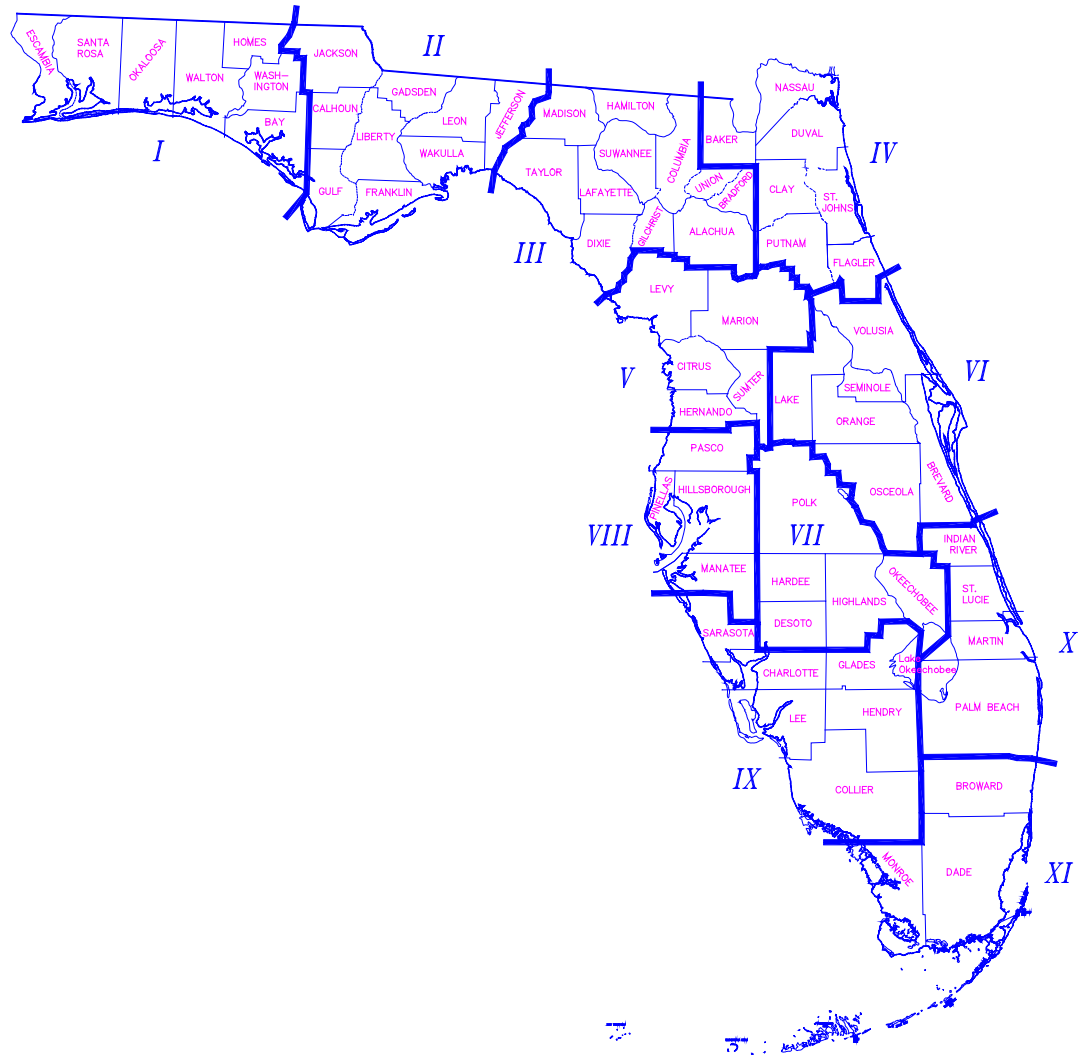
B. 2008 Relative Need Index by Region

The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 7 & 8 of this application:

(7 points)

- I Saltwater Beach Activities * Baseball or Softball * Picnicking * Football
Outdoor Swimming Pool Use * Saltwater Non-Boat Fishing * Golf
RV / Trailer Camping * Freshwater Boat Ramp Use * Soccer or Rugby
- II Saltwater Beach Activities * Nature Study * Historical or Archeological Sites
Baseball or Softball * Picnicking * Freshwater Boat Ramp Use * Football
Hunting * Horseback Riding * Outdoor Swimming Pool Use
- III Football * Picnicking * Nature Study * Soccer or Rugby * Baseball or Softball
Horseback Riding * Outdoor Basketball * RV / Trailer Camping
Freshwater Boat Ramp Use * Bicycle Riding – Unpaved Trails
- IV Historical or Archeological Sites * Baseball or Softball * Football
Saltwater Beach Activities * Picnicking * Outdoor Swimming Pool Use * Outdoor
Basketball * Nature Study * Golf * Soccer or Rugby
- V Picnicking * Football * RV / Trailer Camping * Nature Study * Baseball or Softball
Bicycle Riding - Unpaved Trails * Outdoor Basketball * Soccer or Rugby
Horseback Riding * Outdoor Swimming Pool Use
- VI Picnicking * RV / Trailer Camping * Football * Baseball or Softball
Outdoor Swimming Pool Use * Nature Study * Historical or Archeological Sites
Outdoor Basketball * Saltwater Beach Activities * Soccer or Rugby
- VII RV / Trailer Camping * Picnicking * Baseball or Softball * Outdoor Swimming Pool Use
Nature Study * Freshwater Boat Ramp Use * Football * Golf * Horseback Riding
Outdoor Basketball
- VIII Picnicking * RV / Trailer Camping * Baseball or Softball * Football * Outdoor
Swimming Pool Use Saltwater Beach Activities * Golf * Outdoor Basketball * Outdoor
Tennis * Soccer or Rugby
- IX Picnicking * RV / Trailer Camping * Saltwater Beach Activities * Outdoor Swimming
Pool Use Golf * Football * Nature Study * Baseball or Softball * Outdoor Tennis *
Historical or Archaeological Sites
- X Football * Golf * Baseball or Softball * Outdoor Swimming Pool Use * **Picnicking** *
Outdoor Tennis Saltwater Beach Activities * Outdoor Basketball * RV / Trailer Camping
* Soccer or Rugby

Outdoor Swimming Pool Use * Picnicking * Football * Baseball or Softball * Saltwater Beach Activities * Outdoor Tennis * Golf * Outdoor Basketball * Saltwater Non-Boat Fishing * RV / Trailer Camping



3. PUBLIC PARTICIPATION

Indicate which of the following apply (**Check ALL that apply**):

(To receive points for this section any meetings, presentations, or surveys must be held in the current year or within the **previous 3 years** of application and each of **the three meetings must be held separately** to receive each set of points. **Meetings also must be held prior to the application submittal.**)

A. A pre-advertised public meeting was held **solely** for the purpose of discussing the proposed project. Attach a copy of ad and proof of publication for the advertisement. Advertisement needs to state where and when advertised. **If submitting 2 applications, must hold separate meeting for each project (unless they are phased projects of the same park). If not advertised in a newspaper, need a written explanation as to how, when and where advertised, along with a copy of notice/advertisement.**

(Tab as Exhibit “C-1”) (10 points)

B. The project was discussed at a **regularly** scheduled meeting of the applicant’s advisory board responsible for park, recreation or leisure service activities. Provide **a copy of the minutes** of the advisory board meeting(s) where **this project** was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.**

(Tab as Exhibit “C-2”) (7 points)

C. Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. Provide documentation (**minutes from the meeting which the project was discussed** with date or thank-you letter from an organization, association, etc.) showing that presentations **regarding this project** were made to community organizations or groups **OR** provide a **copy of the survey, who surveyed and summary of the results. Letters of support are not acceptable to receive points.**

(Tab as Exhibit “C-3”) (4 points)

4. OPERATION AND MAINTENANCE

Capability to develop, operate and maintain the project site: **(Check ONLY one):**

Provide **a brief description** of how development, programming and maintenance will be provided and **a copy of an agency organizational chart. Must provide both to receive points.**

- The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. **(Tab as Exhibit "D") (6 points)**
- The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance. **(Tab as Exhibit "D") (4 points)**
- The applicant has other means of providing facility development, programming and maintenance. **(Tab as Exhibit "D") (2 points)**

5. PARK PARTNERSHIP

The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity **(within the current or past 3 years)** in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the **development/construction** of this project with the applicant holding the leading management responsibility. **The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between either parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services.**

(A management or maintenance agreement is not acceptable.)

- Yes No **(Tab as Exhibit "E") (3 points)**

6. TRAIL CONNECTIVITY

The project provides for increased trail access by connecting an existing, publicly owned and designated recreational trail which is **outside the project boundary. Indicate on the site plan the project trail/connection and name and location of existing trail(s) outside the boundaries.**

- Yes No **(Tab as Exhibit "G") (5 points)**

DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) **(If undeveloped, state None)**. The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. **Identify and color code different funding phases from the existing facilities.**

(Tab as Exhibit "G") (5 points, if undeveloped)

Existing facilities and improvements in Bryant Park a bandshell, a pavilion with six (6) long picnic tables and two (2) grills, a boat ramp, horseshoe pits, benches, a playground, swing sets, outdoor fitness area and trail, and restrooms.

The proposed project is specific to the playground area. Improvements to be made include the initial phase of the replacement of the playground equipment which is in a deteriorated condition and nearing the end of its useful life. As such the existing equipment represents a potential hazard to users.

Please refer to Exhibit "P".

2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

- A) List the facilities which are addressed on page 7 & 8 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. (See attached pages 22-26 for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) **(If developing trails, must have separate trails to receive separate points.**

(Maximum 30 points)

Replacement of playground equipment in Bryant Park - "Construction" = Priority Funding Rank 1 for Population Density 3; Outdoor Facility Needs - "Construction" = Playgrounds - Cluster II for Population Density 3.

B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant’s population density as set forth in the study titled “**1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**”. Use the table below to determine in which priority funding need ranking the project falls. (**Check ONLY one**):

Highest Priority Funding Need (13 points)

Second Highest Priority Funding Need (8 points)

Population Density 1 – Population Under 10,000	Rank 1	Construction
	Rank 2	Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1	Renovation
	Rank 2	Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 5 – Population 100,000 and Over	Rank 1	Renovation
	Rank 2	Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

ACQUISITION CRITERIA (COMPLETE ONLY FOR ACQUISITION PROJECTS)

1. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

List all the facilities that will be developed for this project. Only facilities identified in the top three priority ranked index clusters of outdoor facilities needs for new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida", effective December 1995, will receive these points. (Priority ranked index clusters are attached as pages 22-26.)

(15 points)

2. NEEDED RECREATIONAL ACREAGE

Describe how the project provides for identified need(s) for additional park acreage pursuant to the applicant's adopted local comprehensive plan. **Provide the following:**

A. **Needed acres/Person** and **Total Acreage Under Local Control**

B. Provide excerpts of the applicant's local comprehensive plan as supporting back-up documentation and highlight the information that pertains to this section.

(Tab as Exhibit "F") (15 points)

3. CAPITAL IMPROVEMENT PLAN

A) Is the proposed **development** of the property identified in the applicant's capital improvement plan (CIP) or schedule during the current or next three (3) fiscal years?

1). **Provide:** a letter from the agency's city or county manager certifying the five year capital improvement schedule is officially adopted and date adopted. **Project will not receive points if letter is not submitted and does not state the date CIP was adopted.**

- AND-

2). **Provide:** a copy of the five-year capital improvement schedule included in the applicant's adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules). **Highlight project name, amount and year.**

(6 points)

Yes No

----OR----

B) Is the proposed **development** of the property included as part of the plan through an adopted resolution committing the applicant to amend their CIP and develop the property should it receive program funds?

Provide: a copy of a fully executed resolution amending the existing schedule to include the development of the proposed project. The resolution must **clearly indicate the development of the proposed project by name, year and amount and cannot be older than 3 years.**

(3 points)

Yes No

(Tab as Exhibit "A")

**TRAIL CONSTRUCTION CRITERIA
(COMPLETE ONLY FOR CONSTRUCTION OF TRAIL PROJECTS)**

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as trails, trailheads, ball fields, basketball courts, etc. (Bullet lists are encouraged. **If undeveloped, state None.**) The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Identify and color code different funding phases from the existing facilities.

(Tab as Exhibit “G”) (5 points, if undeveloped)

N/A

2. STATE GREENWAYS AND TRAILS PLAN

Explain how the proposed project would address one or more issues or goals as identified in the Florida Greenways and Trails System Plan. Use **“Florida Greenways and Trails System Plan– 2013-2017”**. **Provide quotations or other appropriate references to justify the correlation. Use a separate sheet if necessary.**

(Tab as Exhibit “H”) (6 points)

N/A

3. STATE OF FLORIDA DESIGNATED RECREATIONAL GREENWAY OR TRAIL

The project is located on or connects with a State of Florida designated greenway or trail. Provide a map and documentation (letter from Office of Greenways and Trails) indicating connectivity. **Designation Agreements must be fully executed by the end of submission period.**

Yes No

(Tab as Exhibit "I") (3 points)

4. REGIONAL OR LOCAL GREENWAYS AND TRAILS PLAN

Explain how the proposed project would implement a Greenway and Trail Plan adopted by either a regional or local governmental entity. Provide quotations or appropriate references with **explanations** to justify correlation. **Enclose a copy of the regional or local governmental adopted Greenway Plan.**

(Tab as Exhibit "J") (4 points)

N/A

5. MIXED USE OR SINGLE USE TRAILS

Does the specific trail design demonstrate that the project will support:
Mixed use recreational trail opportunities, either motorized or non-motorized, or both?

Yes No

(8 points)

-----OR-----

Single use recreational trail opportunities?

Yes No

(6 points)

6. INFRASTRUCTURE ASSESMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant’s population density as set forth in the study titled “**1995 INFRASTRUCTURE ASSESMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**”. Use the table below to determine in which priority funding need ranking the project falls. **(Check ONLY one)**:

Highest Priority Funding Need

(13 points)

Second Highest Priority Funding Need

(8 points)

Population Density 1 – Population Under 10,000	Rank 1	Construction
	Rank 2	Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1	Renovation
	Rank 2	Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 5 – Population 100,000 and Over	Rank 1	Renovation
	Rank 2	Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

Part III – Supporting Documents

POPULATION DENSITIES

Outdoor Facility Needs Ranked by Priority Index: Population Density 1

Rank	Renovation		Construction		Cluster
	Facility	Points	Facility	Points	
1	Playgrounds	6	Baseball Fields	6	Cluster I
2	Support Facilities	5	Softball Fields	5	Cluster II
3	Tennis Courts	5	Playgrounds	5	
4	Rest Rooms	5	Rest Rooms	5	Cluster III
5	Picnic Facilities	4	Support Facilities	4	
6	Baseball Fields	4	Soccer Fields	4	
7	Basketball Courts	4	Basketball Courts	4	
8	Softball Fields	4	Bike Trails	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Boating Facilities	4	Tennis Courts	4	
11	Fishing Piers	3	Picnic Facilities	3	Cluster IV
12	Camping	3	Handball Courts	3	
13	Handball Courts	3	Fishing Piers	3	
14	Football Fields	3	Football Fields	3	
15	Soccer Fields	3	Boating Facilities	3	
16	Beach Access	2	Exercise Trails	2	Cluster V
17	Historical Facilities	2	Camping	2	
18	Shuffleboard Courts	2	Beach Access	2	
19	Nature Trails	2	Historical Facilities	2	
20	Other	2	Shuffleboard Courts	2	
21	Golf Courses	2	Nature Trails	2	
22	Bike Trails	1	Golf Courses	1	Cluster VI
23	Exercise Trails	1	Hiking Trails	1	
24	Hiking Trails	1	Horse Trails	1	
25	Horse Trails	1	Other	1	

Population Density 1 - Population Under 10,000

Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Support Facilities	6	Cluster I
2	Support Facilities	6	Rest Rooms	6	
3	Playgrounds	6	Playgrounds	6	
4	Baseball Fields	5	Softball Fields	5	Cluster II
5	Tennis Courts	5	Soccer Fields	5	
6	Softball Fields	5	Baseball Fields	5	
7	Basketball Courts	4	Basketball Courts	4	Cluster III
8	Boating Facilities	4	Picnic Facilities	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Picnic Facilities	4	Football Fields	4	
11	Soccer Fields	4	Tennis Courts	4	
12	Exercise Trails	3	Handball Courts	3	Cluster IV
13	Football Fields	3	Nature Trails	3	
14	Shuffleboard Courts	3	Bike Trails	3	
15	Handball Courts	2	Boating Facilities	2	Cluster V
16	Beach Access	2	Other	2	
17	Fishing Piers	2	Exercise Trails	2	
18	Camping	2	Golf Courses	2	
19	Bike Trails	2	Hiking Trails	2	
20	Nature Trails	2	Fishing Piers	2	
21	Other	2	Camping	2	
22	Golf Courses	1	Beach Access	1	Cluster VI
23	Hiking Trails	1	Historical Facilities	1	
24	Historical Facilities	1	Horse Trails	1	
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 2 - Population From 10,000 to 24,999

Outdoor Facility Needs Ranked by Priority Index: Population Density 3

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Baseball Fields	6	Cluster I
2	Playgrounds	6	Soccer Fields	6	
3	Support Facilities	5	Support Facilities	5	Cluster II
4	Tennis Courts	5	Softball Fields	5	
5	Baseball Fields	5	Playgrounds	5	
6	Basketball Courts	5	Boating Facilities	5	
7	Beach Access	4	Football Fields	4	Cluster III
8	Swimming Pools	4	Tennis Courts	4	
9	Soccer Fields	4	Rest Rooms	4	
10	Picnic Facilities	4	Picnic Facilities	4	
11	Football Fields	3	Basketball Courts	3	Cluster IV
12	Softball Fields	3	Other	3	
13	Boating Facilities	3	Exercise Trails	3	
14	Exercise Trails	2	Bike Trails	2	Cluster V
15	Handball Courts	2	Nature Trails	2	
16	Other	2	Camping	2	
17	Golf Courses	2	Handball Courts	2	
18	Shuffleboard Courts	2	Historical Facilities	2	
19	Fishing Piers	2	Swimming Pools	2	
20	Bike Trails	2	Hiking Trails	2	
21	Hiking Trails	2	Golf Courses	2	
22	Nature Trails	2	Beach Access	2	
23	Camping	2	Fishing Piers	2	
24	Historical Facilities	1	Horse Trails	1	Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 3 - Population From 25,000 to 49,999

Outdoor Facility Needs Ranked by Priority Index: Population Density 4

Rank	Renovation		Construction			
	Facility	Points	Facility	Points		
1	Playgrounds	6	Soccer Fields	6	Cluster I	
2	Rest Rooms	5	Playgrounds	5	Cluster II	
3	Support Facilities	5	Picnic Facilities	5		
4	Tennis Courts	5	Baseball Fields	5		
5	Soccer Fields	5	Support Facilities	5		
6	Baseball Fields	5	Swimming Pools	5		
7	Swimming Pools	4	Softball Fields	4		Cluster III
8	Exercise Trails	4	Basketball Courts	4		
9	Softball Fields	4	Rest Rooms	4		
10	Basketball Courts	4	Other	4		
11	Handball Courts	3	Exercise Trails	3	Cluster IV	
12	Picnic Facilities	3	Golf Courses	3		
13	Boating Facilities	2	Tennis Courts	2	Cluster V	
14	Beach Access	2	Boating Facilities	2		
15	Fishing Piers	2	Fishing Piers	2		
16	Shuffleboard Courts	2	Football Fields	2		
17	Football Fields	2	Handball Courts	2		
18	Golf Courses	2	Bike Trails	2		
19	Nature Trails	2	Nature Trails	2		
20	Other	2	Hiking Trails	2		
21	Bike Trails	2	Horse Trails	2		
22	Camping	2	Beach Access	2		
23	Hiking Trails	2	Camping	2		
24	Historical Facilities	1	Historical Facilities	1		Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1		

Population Density 4 - Population From 50,000 to 99,999

Outdoor Facility Needs Ranked by Priority Index: Population Density 5

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Support Facilities	6	Support Facilities	6	Cluster I
2	Rest Rooms	5	Baseball Fields	5	Cluster II
3	Playgrounds	5	Playgrounds	5	
4	Tennis Courts	4	Softball Fields	4	
5	Swimming Pools	4	Rest Rooms	4	Cluster III
6	Boating Facilities	4	Soccer Fields	4	
7	Basketball Courts	4	Picnic Facilities	4	
8	Golf Courses	3	Bike Trails	3	
9	Softball Fields	3	Swimming Pools	3	
10	Picnic Facilities	3	Exercise Trails	3	
11	Historical Facilities	3	Hiking Trails	3	Cluster IV
12	Baseball Fields	3	Other	3	
13	Fishing Piers	3	Golf Courses	3	
14	Exercise Trails	3	Camping	3	
15	Soccer Fields	3	Beach Access	3	
16	Handball Courts	2	Historical Facilities	2	
17	Camping	2	Tennis Courts	2	
18	Football Fields	2	Basketball Courts	2	Cluster V
19	Nature Trails	2	Boating Facilities	2	
20	Beach Access	2	Fishing Piers	2	
21	Bike Trails	2	Football Fields	2	
22	Other	2	Nature Trails	2	
23	Hiking Trails	2	Handball Courts	2	
24	Horse Trails	1	Horse Trails	1	Cluster VI
25	Shuffleboard Courts	1	Shuffleboard Courts	1	

Population Density 5 - Population From 100,000 & Over

CONTACT FOR ADDITIONAL INFORMATION:

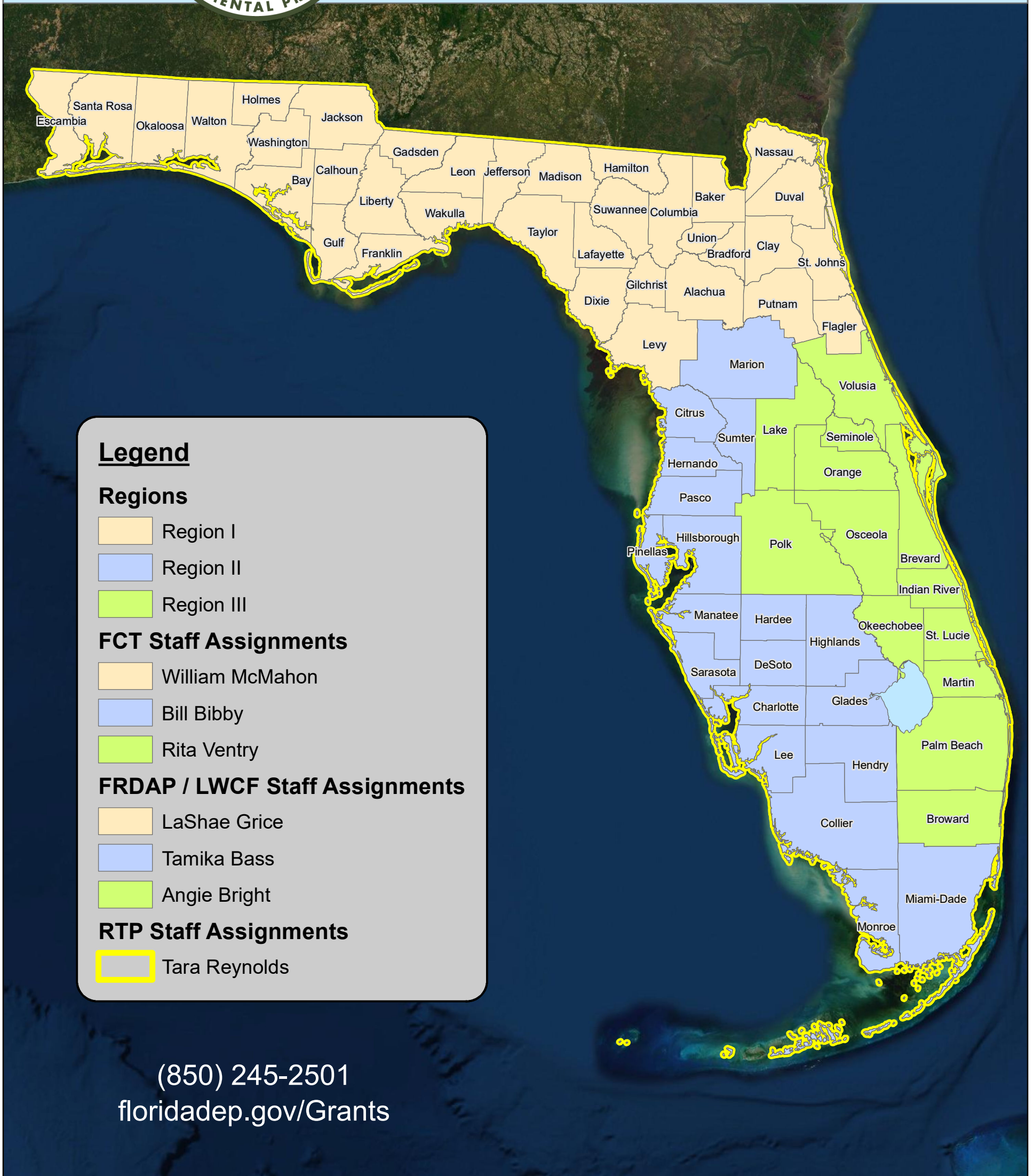
Contact	Phone
A. FRDAP Application Information & Help	850/245-2501
B. FRDAP Administrative Rule https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program	850/245-2501
C. Statewide Comprehensive Outdoor Recreation Plan (SCORP)	850/245-3051
https://floridadep.gov/parks/parks-office-park-planning/content/state-park-planning	850/245-2555
D. State Lands, Bureau of Appraisal	
E. Recreation Accessibility and Safety Program Manager, Florida Park Service	850/245-3031
F. Office of Greenways & Trails and the Florida Statewide Greenways & Trails Plan	850/245-2052



Division of State Lands

Land and Recreation Grants Section

Staff Assignments



Legend

Regions

- Region I
- Region II
- Region III

FCT Staff Assignments

- William McMahon
- Bill Bibby
- Rita Ventry

FRDAP / LWCF Staff Assignments

- LaShae Grice
- Tamika Bass
- Angie Bright

RTP Staff Assignments

- Tara Reynolds

(850) 245-2501

floridadep.gov/Grants

The Land and Recreation Grants team administers four local, state, and federal grant programs which provide acquisition and recreational program grants throughout Florida each fiscal year. The grant programs are:

- Florida Communities Trust - Park and Open Space Program and Stan Mayfield Working Waterfronts Program
- Florida Recreation and Development Assistance Program
- Land and Water Conservation Fund Program
- Recreational Trails Program

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2022-12 - Second Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” and Article 2 “Administration”, Division 3 “Permits” adding a new Section 23.2-39 “Affordable/Workforce Housing Program,” providing for a Lake Worth Beach Affordable/Workforce Housing Program

SUMMARY:

The proposed amendment would add a new section to the Land Development Regulations (LDRs) providing for a Lake Worth Beach Affordable/Workforce Housing Program, which would require that a percentage of any density, intensity and/or height bonuses be associated with a specific dedication of affordable/workforce housing units. In addition, the program allows for a density increase for all projects provided that the additional density is all deed restricted as affordable/workforce housing.

BACKGROUND AND JUSTIFICATION:

The subject amendment to the City’s Land Development Regulations (LDRs) was drafted based on City Commission direction to staff to prepare an amendment to the LDRs to develop a formal Lake Worth Beach Affordable/Workforce Housing Program. The proposed program also meets a specific requirement of the City’s Comprehensive Plan as well as several Pillars within the City’s Strategic Plan.

In summary, applicants/developers requesting increases in density, intensity and/or height shall provide for a dedication of a minimum percentage of a project’s total number of housing units to be affordable/workforce. The units will be governed by a restrictive covenant for twenty (20) years. The program applies to both rental and fee simple ownership units. The program also allows for the Commission to have an option to extend the restrictive covenant in increments of twenty (20) years. In addition, the program allows for a fifteen percent (15%) increase in total density for all projects provided that all of the additional units are deed restricted as affordable/workforce. Finally, an Affordable/Workforce Housing Trust Fund is to be established to assist with the creation and preservation of affordable units.

As part of the program, developers/project owners will be required to submit an annual audited report to the City to verify that the specified affordable/workforce housing units meet the requirements of the restrictive covenant. Should **the report not be submitted or** the units not meet the affordability requirements, the program includes a penalty provision assessing a fee that must be paid to the City. Any penalty fees collected will be placed in the housing trust fund.

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed text amendment to the City Commission at its June 1, 2022 meeting*. The Historic Resources Preservation Board (HRPB) also unanimously voted to recommend approval of the proposed text amendment to the City Commission at the June 8, 2022 meeting*.

At its meeting of August 2, 2022, the City Commission voted unanimously to approve the proposed ordinance with the proposed penalty fee to be a minimum of \$15/sq. ft., which will be reviewed and adopted in the City's Schedule of Fees and Charges with its value to increase based on the Consumer Price Index. In addition, the penalty was to be assessed on a yearly basis for those units that do not meet the affordable/workforce criteria as established by the ordinance. These changes are highlighted in yellow on the attached ordinance.

MOTION:

Move to approve/disapprove Ordinance 2022-12 on second reading amending Chapter 23 "Land Development Regulations," Article 1 "General Provisions," Division 2 "Definitions," and Article 2 "Administration", Division 3 "Permits" adding a new Section 23.2-39 "Affordable/Workforce Housing Program," providing for a Lake Worth Beach Affordable/Workforce Housing Program.

ATTACHMENT(S):

Draft Ordinance 2022-12
PZHP Staff Report

**Note: draft meeting minutes were not available upon publication of this staff report.*

1
2
3 **ORDINANCE 2022-12 - AN ORDINANCE OF THE CITY OF LAKE**
4 **WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND**
5 **DEVELOPMENT REGULATIONS,” ARTICLE 1 “GENERAL**
6 **PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1-12**
7 **“DEFINITIONS,” ADDING A NEW DEFINITIONS “ANNUAL GROSS**
8 **HOUSEHOLD INCOME,” “GROSS RENT” AND “OVERALL HOUSING**
9 **EXPENSE;” AND ARTICLE 2 “ADMINISTRATION,” DIVISION 3**
10 **“PERMITS,” ADDING A NEW SECTION 23.2-39**
11 **“AFFORDABLE/WORKFORCE HOUSING PROGRAM,” PROVIDING**
12 **FOR AN AFFORDABLE/WORKFORCE HOUSING PROGRAM WITHIN**
13 **THE CITY OF LAKE WORTH BEACH; AND PROVIDING FOR**
14 **SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE**
15 **DATE**

16
17 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State
18 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the
19 “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct
20 municipal government, perform municipal functions, and render municipal services, and
21 may exercise any power for municipal purposes, except as expressly prohibited by law;
22 and

23
24 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing
25 body of each municipality in the state has the power to enact legislation concerning any
26 subject matter upon which the state legislature may act, except when expressly prohibited
27 by law; and

28
29 **WHEREAS**, the City wishes to amend Chapter 23 Land Development
30 Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1.12
31 definitions, to add definitions and to define “Annual Gross Household Income,” “Gross
32 Rent” and “Overall Housing Expense;” and

33
34 **WHEREAS**, the City wishes to amend Chapter 23, Article 2 “Administration,” to
35 establish a new section, Section 23.2-39 – Affordable/Workforce Housing Program to
36 establish an affordable/workforce housing program within the City of Lake Worth Beach;
37 and

38
39 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
40 municipality having such power and authority conferred upon it by the Florida Constitution
41 and Chapter 166, Florida Statutes; and

42
43 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning
44 agency, considered the proposed amendments at a duly advertised public hearing; and

45
46 **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local
47 planning agency, considered the proposed amendments at a duly advertised public
48 hearing; and

50 **WHEREAS**, the City Commission finds and declares that the adoption of this
51 ordinance is appropriate, and in the best interest of the health, safety and welfare of the
52 City, its residents and visitors.

53
54 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
55 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

56
57 **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as
58 being true and correct and are made a specific part of this ordinance as if set forth herein.

59
60 **Section 2:** Chapter 23 “Land Development Regulations,” Article 1 “General
61 Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” is hereby amended by
62 adding thereto new definitions “Annual Gross Household Income,” “Gross Rent” and
63 “Overall Housing Expense” to read as follows:

64
65 Annual Gross Household Income: Total gross income of all wage-earning
66 residents residing within a single dwelling unit.

67
68 Gross Rent: Total all-inclusive dollar amount required from a lessee by a lessor for
69 a single dwelling unit.

70
71 Median Household Income: Gross income for 4 people, also known as Area
72 Median Income, published annually for Palm Beach County by the U.S. Department of
73 Housing and Urban Development.

74
75 Overall Housing Expense: Total homeowner expenses for mortgage, mortgage
76 insurance, property insurance and taxes.

77
78 **Section 3:** Chapter 23 “Land Development Regulations,” Article 2
79 “Administration,” is hereby amended by adding thereto a new Section 23.2-39
80 “Affordable/Workforce Housing Program” to read as follows:

81
82 **Sec. 23.2-39. – Affordable/Workforce Housing Program.**

- 83
84 a) Intent. The Affordable/Workforce Housing Program is intended to implement
85 Objective 3.1.2 of the city comprehensive plan future land use element and
86 provisions therein regarding affordable and workforce housing. The
87 Affordable/Workforce Housing Program provides for a density bonus and a
88 reduction in overall housing unit areas for developments that incorporate
89 residential units with restrictive covenants that meet the requirements of the
90 program.
- 91
92 b) Purpose. The purpose of the Affordable/Workforce Housing Program is to
93 encourage the inclusion of affordable and workforce housing units within both
94 residential and mixed-use projects as well as planned developments of all types to
95 provide for broader and more accessible housing options within the City. The
96 Affordable/Workforce Housing Program offers the following as “Program
97 Incentives”; (a) up to a fifteen percent (15%) increase in overall project density; (b)

98 up to a fifteen percent (15%) reduction in the gross area requirements based on
99 unit type; (c) up to a twenty five percent (25%) reduction in required parking; (d)
100 financial incentives to be considered on a case by case basis; and (e) the
101 mentioned incentives may be combined with other incentive and bonus
102 programs related to density, height and intensity predicated that any increase in
103 density, intensity and/or height must include a reservation of at least fifteen percent
104 (15%) of the total number of dwelling units within a project benefiting from any
105 density, intensity and/or height increases as affordable.

106
107 c) Application and Review Process.

108
109 1. Application. All development proposals seeking increased density of up to
110 fifteen percent (15%) and/or reductions in overall unit sizes of up to fifteen
111 percent (15%) shall submit an affordable/workforce housing program
112 application as provided by the department of community sustainability. The
113 application shall accompany the standard City of Lake Worth Beach Universal
114 Development Application for the development proposal. The
115 affordable/workforce housing program application shall include all of the
116 following:

117
118 (a) A project fact sheet with building specifications including the number of
119 additional units, unit types and unit sizes proposed.

120
121 (b) The affordability criteria for each unit proposed to be included in the project.

122
123 (c) Draft restrictive covenants should the City's version not be submitted.

124
125 (d) Any other additional information to ensure the timely and efficient evaluation
126 of the project by city staff to ensure that the requirements of the
127 Affordable/Workforce Housing Program are being met.

128
129 2. Review/decision. The development review official shall review the application
130 along with the zoning approvals otherwise required of the development
131 proposal under these LDRs. Development applications that require further
132 review or approval by a decision-making board shall also include the
133 development review official's recommendation regarding the award of
134 additional density and/or unit size reduction under the Affordable/Workforce
135 Housing Program. Any decision on the award shall be made by the planning
136 and zoning board, the historic resources planning board, or the city commission
137 as applicable. A decision on an award may be appealed under the procedures
138 applicable to the development application with which it is associated. No waiver
139 or variance may be granted regarding the award. The award of bonus density,
140 height or intensity under the Affordable/Workforce Housing Program shall be
141 based on the following criteria:

142
143 (a) Is the award calculated correctly, consistent with the density and unit size
144 reduction(s) that are allowed under the Affordable/Workforce Housing
145 Program;

146 (b) Do the proposed income restrictions meet the intent of the
147 Affordable/Workforce Housing Program;

148
149 (c) Do the proposed annual rents and/or mortgage costs meet the intent of the
150 Affordable/Workforce Housing Program; and

151
152 (d) Do the proposed restrictive covenants to maintain affordability meet the
153 intent of the Affordable/Workforce Housing Program?

154
155 d) Qualifying income restrictions. The following provisions outline the required
156 income limits and overall percentage of household income to qualify units as being
157 affordable/workforce under the Affordable/Workforce Housing Program. All
158 income values shall be based on the then current area (County) median household
159 income published annually by the US Department of Housing & Urban
160 Development. Whether with a rental unit or for a fee simple, for sale unit, the
161 overall housing expense (rent, mortgage, property taxes, and insurances) for the
162 unit shall not exceed thirty percent (30%) of the income limit provided for each unit
163 type, based upon the number of bedrooms.

164
165 1. For a studio unit, the annual gross household income shall not exceed forty five
166 percent (45%) of area median income and minimum household size is one (1)
167 person, not to exceed two (2) people.

168
169 2. For a one-bedroom unit, the annual gross household income shall not exceed
170 sixty five percent (65%) of the area median income and minimum household
171 size of one (1) person, not to exceed two (2) people.

172
173 3. For a two-bedroom unit, the annual gross household income shall not exceed
174 eighty five percent (85%) of the area median income and minimum household
175 size of two (2) people, not to exceed two (2) people per bedroom.

176
177 4. For a three-bedroom unit, the annual gross household income shall not exceed
178 one hundred and five percent (105%) of the area median income and minimum
179 household size of three (3) people, not to exceed two (2) people per bedroom.

180
181 5. For a four or more-bedroom unit, the annual gross household income shall not
182 exceed one hundred and twenty five percent (125%) of the area median income
183 and minimum household size of four (4) people, not to exceed two (2) people
184 per bedroom.

185
186 6. For fee simple ownership, the limits provided above may be increased by fifteen
187 (15%) based on unit type and shall include the overall housing expense.

188
189 7. Alternatively, the income restrictions may adhere to the following guidelines
190 singularly or in combination.

191
192 a. "Affordable Housing Eligible Households" means a household with an
193 annual gross household income at or less than eighty percent (80%) of

194 the Area Median Income, calculated as percentages of the Median
195 Family Income for Palm Beach County, as published annually by the US
196 Department of Housing and Urban Development.

197
198 b. “Workforce Housing Eligible Households” means a household with an
199 annual gross household income within the following income categories:
200 Moderate (80%-100%) and Middle (101%-140%) of the Area Median
201 Income, calculated as percentages of the Median Family Income for
202 Palm Beach County, as published annually by the US Department of
203 Housing and Urban Development.

204
205 e) Additional restrictions. The following requirements outline the restrictive covenant
206 that shall be recorded and maintained on each unit awarded under the
207 Affordable/Workforce Housing Program.

208
209 1. The restrictive covenant shall be in a legal form acceptable to the department
210 of community sustainability and the city attorney’s office or as otherwise
211 provided by the city and shall require each unit awarded be maintained at the
212 awarded level of affordability, in accordance with the Affordable/Workforce
213 Housing Program, for a minimum of twenty (20) years.

214
215 2. The restrictive covenant shall include the more restrictive program
216 requirements, which shall govern the project if other affordable/workforce
217 housing incentives are combined with use of the Affordable/Workforce Housing
218 Program.

219
220 3. The restrictive covenant shall require an annual report of the project’s
221 compliance with the restrictive covenants and the requirements of the
222 Affordable/Workforce Housing Program be provided to the City or its designee
223 for evaluation, review and approval. Should the annual report not be submitted
224 or should it demonstrate the project is not meeting the requirements of the
225 Affordable/Workforce Housing Program, the project owner shall pay the city, as
226 a penalty, an amount no less than fifteen dollars (\$15) per square foot for each
227 unit that did not comply with the program’s requirements for the previous year,
228 or portion thereof. If the report is not submitted, the penalty payment will be
229 calculated as though no units met the requirements of the Affordable/Workforce
230 Housing Program for the reporting period. The per square foot penalty value
231 may increase based on the annual U.S. Consumer Price Index (CPI) and shall
232 be reflected in the City’s adopted annual Schedule of Fees and Charges. Any
233 required penalty payment shall be made within ten (10) days of notification from
234 the city of the calculated payment based on the report or failure to submit the
235 report and the annual penalty value as adopted by the city.

236
237 4. The restrictive covenant shall provide for extension of the affordability period,
238 as set forth in this section.

239
240 f) Financial incentives. The following are parameters for financial incentive values
241 based on unit type, which may be utilized to ensure more than the required fifteen

242 percent (15%) of the dwelling units available after the density increase incentive
243 remain affordable for a guaranteed twenty (20) year period as governed through a
244 covenant and/or deed restriction. Values may be paid through utilization of
245 Sustainable Bonus Incentive Values, Transfer Development Right Values or cash
246 payments from the City from either **the Affordable/Workforce Housing Program**
247 **Trust Fund**, Sustainable Bonus Incentive Trust Account or the Transfer
248 Development Rights Trust Account or other legally approved funding source(s).

- 250 1. For a studio dwelling unit, a one-time payment of \$40,000 or 50% percent of
251 the area median income, whichever is greater;
- 252
- 253 2. For a one-bedroom dwelling unit, a one-time payment of \$60,000 or 75%
254 percent of the area median income, whichever is greater;
- 255
- 256 3. For a two-bedroom dwelling unit, a one-time payment of \$80,000 or 100%
257 percent of the area median income, whichever is greater;
- 258
- 259 4. For a three-bedroom dwelling unit, a one-time payment of \$100,000 or 125%
260 percent of the area median income, whichever is greater;
- 261
- 262 5. For a four or more-bedroom dwelling unit, a one-time payment of \$120,000 or
263 150% percent of the area median income, whichever is greater;
- 264
- 265 6. For a fee simple ownership dwelling unit, an additional one-time payment of
266 \$25,000 may be provided; and
- 267
- 268 7. Payments shall be made at time of dwelling units receiving a final certificate of
269 occupancy or certificate of completion.

270

271 g) Affordability extension(s). The City shall have the express right, **in its sole**
272 **discretion**, to extend the affordability deed restrictions and covenants for another
273 period of no less than twenty (20) years) through the provision of a then current
274 economic incentive based on unit size.

- 275
- 276 1. The City shall provide formal notice of intent to extend affordability of units a
277 minimum of six (6) months prior to the expiration of the affordability deed
278 restrictions and covenants.
- 279
- 280 2. The City's notice shall include the number and type of units having affordability
281 extended and the economic incentive to be provided for those units.
- 282
- 283 3. The affordability extension may not exceed the original number and type of
284 units governed by the Affordable/Workforce Housing Program.
- 285
- 286 4. There shall be no limit on the number of affordability extensions the city may
287 fund for a project.
- 288

- 289 h) Policies and Procedures. The city’s director for community sustainability is hereby
- 290 authorized to establish policies and procedures including covenants, accountability
- 291 and reporting to ensure effective implementation of the Affordable/Workforce
- 292 Housing Program and clarify the requirements and procedures as set forth herein.
- 293
- 294 i) Trust Fund. There is hereby established an Affordable/Workforce Housing
- 295 Program Trust Fund. The trust fund will be a separate line item in the City’s budget.
- 296
- 297 1. Payments required by the Affordable/Workforce Housing Program due to non-
- 298 compliance with restrictive covenants shall be paid into the trust fund.
- 299
- 300 2. Funds in the trust fund will be used to fund the financial incentives and the
- 301 affordability extensions under the Affordable/Workforce Housing Program.
- 302
- 303 3. At least once each fiscal period, the city manager shall present to the city
- 304 commission a report on funds held in the trust fund, including any accrued
- 305 interest, and any proposed use thereof. Monies, including any accrued interest,
- 306 not assigned in any fiscal period shall be retained in the trust fund until the next
- 307 fiscal period.
- 308

309 **Section 4:** Severability. If any section, subsection, sentence, clause, phrase or

310 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of

311 competent jurisdiction, such portion shall be deemed a separate, distinct, and

312 independent provision, and such holding shall not affect the validity of the remaining

313 portions thereof.

314

315 **Section 5:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in

316 conflict herewith are hereby repealed to the extent of such conflict.

317

318 **Section 6:** Codification. The sections of the ordinance may be made a part of

319 the City Code of Laws and ordinances and may be re-numbered or re-lettered to

320 accomplish such, and the word “ordinance” may be changed to “section”, “division”, or

321 any other appropriate word.

322

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

324 passage.

325

326 The passage of this ordinance on first reading was moved by Commissioner

327 Malega, seconded by Commissioner Stokes, and upon being put to a vote, the vote was

328 as follows:

329

330	Mayor Betty Resch	AYE
331	Vice Mayor Christopher McVoy	AYE
332	Commissioner Sarah Malega	AYE
333	Commissioner Kimberly Stokes	AYE
334	Commissioner Reinaldo Diaz	AYE

335

336 The Mayor thereupon declared this ordinance duly passed on first reading on the
337 2nd day of August, 2022.

338
339
340 The passage of this ordinance on second reading was moved by
341 _____, seconded by _____, and upon being put to a vote,
342 the vote was as follows:

- 343
344 Mayor Betty Resch
345 Vice Mayor Christopher McVoy
346 Commissioner Sarah Malega
347 Commissioner Kimberly Stokes
348 Commissioner Reinaldo Diaz

349
350 The Mayor thereupon declared this ordinance duly passed on the _____ day of
351 _____, 2022.

352 LAKE WORTH BEACH CITY COMMISSION

353
354
355
356 By: _____
357 Betty Resch, Mayor

358 ATTEST:

359
360
361
362 _____
363 Melissa Ann Coyne, City Clerk
364



DATE: May 25, 2022

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: June 1 & June 8, 2022

SUBJECT: **Ordinance 2022-12:** Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” adding new definitions “Annual Gross Household Income,” “Gross Rent,” “Overall Housing Expense,” and “Median Household Income;” and Article 2 “Administration,” Division 3 “Permits,” adding a new Section 23.2-39 “Affordable/Workforce Housing Program.”

PROPOSAL / BACKGROUND/ ANALYSIS:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted based on City Commission direction to staff to create an Affordable/Workforce Housing Program to encourage the development of affordable and/or workforce housing units within the City. The proposed program would allow several incentives, including a 15% density bonus and additionally flexibility in unit size, parking requirements and financial incentives provided that no less than 15% of the total dwelling units are deed restricted as affordable.

The proposed amendments would add a new section to the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 1, Section 23.1-12 – Definitions
- Article 2, NEW Section 23.2-39 – Affordable/Workforce Housing Program

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2022-12.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in Ordinance 2022-12.

Attachments

- A. Draft Ordinance 2022-12

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2022-13 - Second Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” and Article 4 “Development Standards”, adding a new Section 23.4-25 “Micro-Units,” providing for Micro-Unit Housing

SUMMARY:

The proposed amendment would add a new section to the Land Development Regulations (LDRs) providing for Micro-Unit Housing, which would allow for the development and construction of micro-units providing that they meet specific development standards as a conditional use.

BACKGROUND AND JUSTIFICATION:

The subject amendment to the City’s Land Development Regulations (LDRs) was drafted based on City Commission direction to staff to bring back for formal consideration a micro-unit housing program. The amendment allows for the development and construction of micro-unit housing units that must meet specific development standards as a conditional use within the City’s mixed use zoning districts.

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed text amendment to the City Commission at its June 1, 2022 meeting*. The Historic Resources Preservation Board (HRPB) also unanimously voted to recommend approval of the proposed text amendment to the City Commission at the June 8, 2022 meeting*.

At its meeting of August 2, 2022, the City Commission unanimously approved the proposed ordinance on first reading.

MOTION:

Move to approve/disapprove Ordinance 2022-13 on second reading amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” and Article 4 “Development Standards”, adding a new Section 23.4-25 “Micro-Units,” providing for Micro-Unit Housing.

ATTACHMENT(S):

Draft Ordinance 2022-13
PZHP Staff Report

**Note: draft meeting minutes were not available upon publication of this staff report.*

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ORDINANCE 2022-13 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1-12 “DEFINITIONS,” ADDING A NEW DEFINITION “MICRO-UNIT;” AND ARTICLE 4 “DEVELOPMENT STANDARDS,” ADDING A NEW SECTION 23.4-25 “MICRO-UNITS,” PROVIDING FOR DEVELOPMENT STANDARDS FOR MICRO-UNITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in Section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City wishes to amend Chapter 23 Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1.12 definitions, to a definition and to define the new use, “Micro-Unit;” and

WHEREAS, the City wishes to amend Chapter 23, Article 4 “Development Standards,” to establish a new section, Section 23.4-25 – Micro-Units to establish supplementary development standards for this use; and

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, the Planning and Zoning Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the Historic Resources Preservation Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the City Commission finds and declares that the adoption of this ordinance 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:

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Section 1: The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this ordinance as if set forth herein.

Section 2: Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” is hereby amended by adding thereto a new definition “Micro-unit” to read as follows:

Micro-unit: a small residential unit with a total square footage between 250 square feet and 750 square feet with a fully functioning kitchen and bathroom; and may include a maximum of two (2) bedrooms with each unit equivalent to 0.75 residential dwelling units for determining density.

Section 3: Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” is hereby amended by adding thereto a new Section 23.4-25 “Micro-units” to read as follows:

Sec. 23.4-25. – Micro-units.

- a) Project size. All micro-unit projects must provide at a minimum of 20 micro-units.
- b) Micro-Unit Use Restriction. Micro-units must be residential and may not be converted to other uses. Each micro-unit must be separately metered for electric.
- c) Personal service, retail or commercial space. All micro-unit projects shall be designed as mixed use projects providing personal service, retail and/or commercial areas, including the required parking as set forth in this section and shall be allowed only within the City’s mixed use zoning districts.
- d) Residential Building Type. All micro-unit projects must be in a multi-family structure or collection of multi-family structures. Individual micro-units may not be combined to facilitate larger individual units.
- e) Interior shared common areas. Interior shared common areas supporting micro-units must equate to 10% of the gross living area of all residential units within the project. Such supporting common areas shall include but not be limited to the following:
 - 1. Reading Room,
 - 2. Gym/Exercise Facilities,
 - 3. Virtual Office Space,
 - 4. Party/Community Room,
 - 5. Game Room,
 - 6. Library,
 - 7. Movie Theatre,
 - 8. Gourmet Kitchen,
 - 9. Art Labs,
 - 10. Other similarly situated common usage areas, and

11. Essential support areas such as lobbies, hallways, egress routes, stairs, concierge areas, staff offices, maintenance areas and required restroom facilities or similar shall not count toward shared interior common areas.

f) Parking. Parking may be a combination of the following:

- 1. One (1) parking space or equivalent for each residential unit;
- 2. 50% or more of the required spaces shall be standard parking spaces;
- 3. Up to 25% of the parking spaces may be compact spaces (8'-0" x 18'-0");
- 4. Up to 25% of the parking spaces may be met with bicycle, scooter or motorcycle storage. Four (4) bicycle storage spaces shall equal one (1) parking space; two (2) scooter storage spaces shall equal one (1) parking space; and two (2) motorcycle storage spaces shall equal one (1) parking space; and
- 5. Required guest and employee parking may be met with the same parking space combination ratio. Guest and employee parking shall be no less than one (1) space for every 100 sq. ft. of common area, public area, support area and offices, excluding required hallways, egress routes and stairs.

g) Outdoor amenity. All micro-unit projects shall provide for an outdoor amenity that is above and beyond the required interior shared common area. Outdoor amenity space shall be no less than 5% of the gross area of all residential units and may not count toward the required interior shared common area.

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 may be made a part of the City Code of Laws and 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 Malega, seconded by Commissioner Stokes, and upon being put to a vote, the vote was as follows:

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

146 The Mayor thereupon declared this ordinance duly passed on first reading on the
147 2nd day of August, 2022.

148
149 The passage of this ordinance on second reading was moved by
151 _____, seconded by _____, and upon being put to a vote,
152 the vote was as follows:

- 153 Mayor Betty Resch
- 154 Vice Mayor Christopher McVoy
- 155 Commissioner Sarah Malega
- 156 Commissioner Kimberly Stokes
- 157 Commissioner Reinaldo Diaz

159 The Mayor thereupon declared this ordinance duly passed on the _____ day of
160 _____, 2022.

162 LAKE WORTH BEACH CITY COMMISSION

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166 By: _____
167 Betty Resch, Mayor

168 ATTEST:

169 _____
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173 Melissa Ann Coyne, City Clerk
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DATE: May 25, 2022

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: June 1 & June 8, 2022

SUBJECT: **Ordinance 2022-13:** Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” adding a new definition “Micro-unit;” and Article 4 “Development Standards,” adding a new Section 23.4-25 “Micro-units,” providing for development standards for micro-units.

PROPOSAL / BACKGROUND/ ANALYSIS:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted based on City Commission direction to staff to allow for a new multi-family unit type in the City to address housing affordability in the region. The proposed micro-unit housing type would have a smaller minimum unit size (minimum 250 sf – maximum 750 sf) and require only 1 parking space per unit with provisions for guest parking. A micro-unit development would also be required to provide additional interior common areas and an outdoor amenity area.

The proposed amendments would add a new section to the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 1, Section 23.1-12 – Definitions
- Article 4, NEW Section 23.4-25 – Micro-units

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2022-13.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in Ordinance 2022-13.

Attachments

- A. Draft Ordinance 2022-13

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2022-14 – Second Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions”, and Article 2 “Administration”, Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative Standards,” providing standards for buildings

SUMMARY:

The proposed amendment would amend the City’s Site Design Qualitative Design Standards of the Land Development Regulations (LDRs) providing for enhanced architectural quality, compatibility and harmony as well as building performance standards for buildings over 7,500 sq. ft and for all planned developments to enhance and improve community sustainability.

BACKGROUND AND JUSTIFICATION:

The subject amendment to the City’s Land Development Regulations (LDRs) was drafted based on City Commission direction for staff to prepare changes to the LDRs to improve the architectural quality, compatibility and overall performance of new buildings and projects. The proposed amendment includes improved qualitative design standards for buildings as well as additional criteria that serve to ensure that buildings and projects are sensitive to the City’s commitment to cultural, historical, ecological, environmental, financial and overall community sustainability. Specifically, all new buildings of 7,500 sq. ft. or more will have meet to specific performance standards, and all planned development projects will have to incorporate design elements, features and performance standards that support the City’s commitment to community sustainability.

The Planning & Zoning Board (PZB) voted 5-1 with reservations concerning sections 16 and 17 to recommend approval of the proposed text amendment to the City Commission at its June 1, 2022 meeting*. The Historic Resources Preservation Board (HRPB) unanimously voted against recommending approval of the proposed text amendment to the City Commission at its June 8, 2022 meeting due to concerns regarding sections 16 and 17 as well as the specificity of the architectural design standard changes*. Both boards voiced concern regarding the financial burden being placed on new projects, potential investors, and affordable housing as well as staff resources.

Should the amendment be adopted, Staff does recognize that several layers of additional design review and documentation will be required of many projects. As such, Staff is requesting that an additional full-time planning position with an emphasis on design and sustainability be approved in order to ensure that the standards are implemented efficiently and effectively. The financial impact of this additional staff resource is projected to be \$115,000 annually beginning Fiscal Year 2024. The imposition of additional application fees and annual monitoring fees may provide some of the financial support for the position. In addition, outside consultants may provide the necessary staffing support until a full-time position can be established.

At its meeting of August 2, 2022, the Commission unanimously approved the proposed ordinance on first reading with the proviso that the words “strive to” be removed from item 16 at line 25, which is highlighted in strikeout format in the attached ordinance.

MOTION:

Move to approve/disapprove Ordinance 2022-14 on second reading amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions”, and Article 2 “Administration”, Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative Standards,” providing standards for buildings”.

ATTACHMENT(S):

Fiscal Impact Analysis
Ordinance 2022-14
PZHP Staff Report

**Note: draft meeting minutes were not available upon publication of this staff report.*

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ORDINANCE 2022-14 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1-12 “DEFINITIONS,” ADDING THERETO NEW DEFINITIONS “SOCIAL JUSTICE” AND “SUSTAINABILITY;” AND “ARTICLE 2 “ADMINISTRATION,” DIVISION 3 “PERMITS,” SECTION 23.2-31 “SITE DESIGN QUALITATIVE STANDARDS,” PROVIDING FOR STANDARDS FOR BUILDINGS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in Section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City wishes to amend Chapter 23, Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” to add definitions and to define “Social Justice” and “Sustainability;” and

WHEREAS, the City wishes to amend Chapter 23, Article 2 “Administration,” Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative Standards” to amend the section to provide further guidance, consistency, clarity and additional standards for buildngs; and

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, the Planning and Zoning Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the Historic Resources Preservation Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the City Commission finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

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

53
54 **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as
55 being true and correct and are made a specific part of this ordinance as if set forth herein.

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57 **Section 2:** Chapter 23 “Land Development Regulations,” Article 1 “General
58 Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” is hereby amended by
59 adding thereto new definitions for “Social Justice” and for “Sustainability” to read as
60 follows:

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62 *Social Justice:* the political and philosophical theory that focuses on the concept of
63 fairness in relations between individuals in society and equal access to wealth,
64 opportunities and social privileges.

65
66 *Sustainability:* the three principles of economy, society (social and human) and
67 environment that focus on the needs of the present without compromising the ability of
68 future generations to meet their needs.

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70 **Section 3:** Chapter 23 “Land Development Regulations,” Article 2
71 “Administration,” Division 3 “Permits,” Section 23.2-31 “Site design qualitative standards,”
72 is hereby amended to read as follows:

73 **Sec. 23.2-31. Site design qualitative standards.**

- 74 a) *Intent.* It is the intent of this section to promote safety and minimize negative impacts
75 of development on its neighbors by establishing qualitative requirements for the
76 arrangements of buildings, structures, parking areas, landscaping and other site
77 improvements. The qualitative standards are designed to ensure that site
78 improvements are arranged in ways which cannot be otherwise accomplished with
79 quantitative standards.
- 80 b) *Application.* The site design qualitative standards set forth in this section shall apply
81 to all development subject to site plan review under section 23.2-30, and to all
82 conditional uses.
- 83 c) *Qualitative development standards.*
- 84 1. *Harmonious and efficient organization.* All elements of the site plan shall be
85 harmoniously and efficiently organized in relation to topography, the size and
86 type of plot, the character of adjoining property and the type and size of
87 buildings. The site shall be developed so as to not impede the normal and orderly
88 development or improvement of surrounding property for uses permitted in these
89 LDRs.
- 90 2. *Preservation of natural conditions.* The natural (refer to landscape code, Article
91 6 of these LDRs) landscape shall be preserved in its natural state, insofar as
92 practical, by minimizing tree and soil removal and by such other site planning
93 approaches as are appropriate. Terrain and vegetation shall not be disturbed in
94 a manner likely to significantly increase either wind or water erosion within or
95 adjacent to a development site. Natural detention areas and other means of

- 96 natural vegetative filtration of stormwater runoff shall be used to minimize ground
97 and surface water pollution, particularly adjacent to major waterbodies as
98 specified in ~~Part II~~, Chapter 12, Health and Sanitation, Article VIII, Fertilizer
99 Friendly Use Regulations. Fertilizer/pesticide conditions may be attached to
100 development adjacent to waterbodies. Marinas shall be permitted only in water
101 with a mean low tide depth of four (4) feet or more.
- 102 3. *Screening and buffering.* Fences, walls or vegetative screening shall be provided
103 where needed and practical to protect residents and users from undesirable
104 views, lighting, noise, odors or other adverse off-site effects, and to protect
105 residents and users of off-site development from on-site adverse effects. This
106 section may be interpreted to require screening and buffering in addition to that
107 specifically required by other sections of these LDRs, but not less.
- 108 4. *Enhancement of residential privacy.* The site plan shall provide reasonable,
109 visual and acoustical privacy for all dwelling units located therein and adjacent
110 thereto. Fences, walls, barriers and vegetation shall be arranged for the
111 protection and enhancement of property and to enhance the privacy of the
112 occupants.
- 113 5. *Emergency access.* Structures and other site features shall be so arranged as
114 to permit emergency vehicle access by some practical means to all sides of all
115 buildings.
- 116 6. *Access to public ways.* All buildings, dwelling units and other facilities shall have
117 safe and convenient access to a public street, walkway or other area dedicated
118 to common use; curb cuts close to railroad crossings shall be avoided.
- 119 7. *Pedestrian circulation.* There shall be provided a pedestrian circulation system
120 which is insulated as completely as reasonably possible from the vehicular
121 circulation system.
- 122 8. *Design of ingress and egress drives.* The location, size and numbers of ingress
123 and egress drives to the site will be arranged to minimize the negative impacts
124 on public and private ways and on adjacent private property. Merging and
125 turnout lanes traffic dividers shall be provided where they would significantly
126 improve safety for vehicles and pedestrians.
- 127 9. *Coordination of on-site circulation with off-site circulation.* The arrangement of
128 public or common ways for vehicular and pedestrian circulation shall be
129 coordinated with the pattern of existing or planned streets and pedestrian or
130 bicycle pathways in the area. Minor streets shall not be connected to major
131 streets in such a way as to facilitate improper utilization.
- 132 10. *Design of on-site public right-of-way.* On-site public street and rights-of-way shall
133 be designed for maximum efficiency. They shall occupy no more land than is
134 required to provide access, nor shall they unnecessarily fragment development
135 into small blocks. Large developments containing extensive public rights-of-way
136 shall have said rights-of-way arranged in a hierarchy with local streets providing
137 direct access to parcels and other streets providing no or limited direct access
138 to parcels.

- 139 11. *Off-street parking, loading and vehicular circulation areas.* Off-street parking,
140 loading and vehicular circulation areas shall be located, designed and screened
141 to minimize the impact of noise, glare and odor on adjacent property.
- 142 12. *Refuse and service areas.* Refuse and service areas shall be located, designed
143 and screened to minimize the impact of noise, glare and odor on adjacent
144 property.
- 145 13. *Protection of property values.* The elements of the site plan shall be arranged so
146 as to have minimum negative impact on the property values of adjoining
147 property.
- 148 14. *Transitional development.* Where the property being developed is located on the
149 edge of the zoning district, the site plan shall be designed to provide for a
150 harmonious and complementary transition between districts. Building exteriors
151 shall complement other buildings in the vicinity in size, scale, mass, bulk, height,
152 rhythm of openings and character. ~~Special consideration~~ Consideration shall be
153 given to a harmonious transition in height and design style so that the change in
154 zoning districts is not accentuated. Additional consideration shall be given to
155 complementary setbacks between the existing and proposed development.
- 156 15. *Consideration of future development.* In finding whether or not the above
157 standards are met, the review authority shall consider likely future development
158 as well as existing development.

159 d) *Buildings, generally.*

- 160 1. Buildings or structures which are part of a present or future group or complex
161 shall have a unity of character, style, integrity and design. Their architectural
162 style(s) shall be clearly expressed and detailed appropriately to vocabulary of
163 the style(s) and be of high quality in terms of materials, craftsmanship and
164 articulation. The relationship of building forms through of the use, texture and
165 color of material(s) shall be such as to create one (1) harmonious whole. When
166 the area involved forms an integral part of, is immediately adjacent to, or
167 otherwise clearly affects the future of any established section of the city, the
168 design, scale, height, setback, massing and location of on the site shall enhance
169 rather than detract from the character, value and attractiveness of the
170 surroundings. Harmonious does not mean or require that the buildings be the
171 same.
- 172 2. Buildings or structures located along strips of land or on a single site, and not a
173 part of a unified multi-building complex shall achieve as much visual harmony
174 and compatibility with the surroundings as is possible under the circumstances.
175 The overall building fenestration, orientation, rhythm, height, setback, mass and
176 bulk of an existing streetscape shall be respected. If a building is built in an
177 undeveloped area, ~~three-9~~ (3nine) primary requirements shall be met, including
178 honest design construction, proper design concepts, appropriate use of high-
179 quality materials, and appropriateness to compatibility with the overall character
180 of the city-, appreciation of location, respectful transition, activation of the
181 streetscape, building form(s) following proposed function(s)and overall
182 sustainability.

- 183 3. All façades visible to public or adjacent property shall be designed to create a
184 harmonious whole. Materials shall express their function clearly and not appear
185 foreign to the rest of the building. Facades shall have visual breaks every 75 feet
186 at a minimum. The breaks shall be setbacks of either 8" or 12" or more to create
187 reveal lines or step backs on the façade and to add rhythm. Buildings in Lake
188 Worth Beach typically have facades arranged in 25-foot or 50-foot increments.
189 Breaks in facades also may be achieved through the use of differing but
190 complementary and harmonious architectural styles. The massing elements of
191 each façade shall have a height to width ratio approximating the golden ratio of
192 1.618, either vertically or horizontally.
- 193 4. The concept of harmony shall not infer that buildings must look alike or be of the
194 same style. Harmony can be achieved through the proper consideration of
195 setback, floor to floor height, scale, mass, bulk, proportion, overall height,
196 orientation, site planning, landscaping, materials, rhythm of solids to voids and
197 architectural components including but not limited to porches, roof types,
198 fenestration, entrances, orientation and stylistic expression.
- 199 5. Look-alike buildings shall not be allowed unless, in the opinion of the ~~board~~
200 reviewing entity, there is sufficient separation to preserve the aesthetic character
201 of the present or evolving neighborhood. This is not to be construed to prohibit
202 the duplication of floor plans and exterior treatment in a planned development
203 where, in the opinion of the ~~board~~ reviewing entity, the aesthetics or the
204 development depend upon, or are enhanced by the look-alike buildings and their
205 relationship to each other.
- 206 6. Buildings, which are of symbolic design for reasons of advertising, unless
207 otherwise compatible with the criteria herein, will not be approved by the ~~board~~
208 reviewing entity. Symbols attached to the buildings will not be allowed unless
209 they are secondary in appearance to the building and landscape and are an
210 aesthetic asset to the building, project and neighborhood.
- 211 7. Exterior lighting may be used to illuminate a building and its grounds for safety
212 purposes, but in an aesthetic manner. Lighting is not to be used as a form of
213 advertising in a manner that is not compatible to the neighborhood or in a
214 manner that draws considerably more attention to the building or grounds at
215 night than in the day. Lighting following the form of the building or part of the
216 building will not be allowed if, in the opinion of the board, the overall effect will
217 be detrimental to the environment. All fixtures used in exterior lighting are to be
218 selected for functional as well as aesthetic value.
- 219 8. Building surfaces, walls, fenestration and roofs shall be compatible and in
220 harmony with the neighborhood.
- 221 9. "Take-out" or "pick-up" windows of retail or wholesale establishments shall not
222 be located on a building façade that faces a public right-of-way, unless they are
223 designed in such a manner as to constitute an aesthetic asset to the building
224 and neighborhood.
- 225 10. All exterior forms, attached to buildings, shall be in conformity to and secondary
226 to the building. They shall be an asset to the aesthetics of the site and to the
227 neighborhood.

- 228 11. All telephones, vending machines, or any facility dispensing merchandise, or a
229 service on private property, shall be confined to a space built into the building or
230 buildings or enclosed in a separate structure compatible with the main building,
231 and where appropriate and feasible, should not be readily visible from off-
232 premises.
- 233 12. Buildings of a style or style-type foreign to south Florida or its climate will not be
234 allowed. It is also to be understood that buildings which do not conform to the
235 existing or to the evolving atmosphere of the city, even though possessing
236 historical significance to south Florida, may not be approved.
- 237 13. No advertising will be allowed on any exposed amenity or facility such as
238 benches and trash containers.
- 239 14. Light spillage restriction. The applicant shall make adequate provision to ensure
240 that light spillage onto adjacent residential properties is minimized.
- 241 15. All buildings shall address both the public right of way and improve the overall
242 pedestrian experience through the inclusion of the following components:
- 243 a. clearly articulated entrances,
244 b. expanses of fenestration at the ground level,
245 c. provision of shade through porches, awnings, galleries, arcades and/or
246 loggias as well as other appropriate forms to the chosen architectural style(s),
247 d. integrated signage,
248 e. pedestrian scaled lighting,
249 f. buildings that define at least fifty percent (50%) of the street frontage, and
250 g. openings that approximate a golden ratio of 1.618.
- 251 16. All new buildings of 7,500 gross square feet or larger shall **strive to** incorporate
252 design principles, practices and performance standards to achieve the following
253 through a project proforma description and analysis prepared by the developer
254 and verified by an independent third party:
- 255 a. Overall 10% reduction in greenhouse emissions over the life of the building
256 as compared to industry standards,
257 b. Overall 10% reduction in carbon footprint during construction and operation
258 of the building as compared to industry standards,
259 c. Overall 20% reduction in refuse stream during construction and operation of
260 the building as compared to industry standards,
261 d. Overall utilization of at least 20% recycled materials and/or materials that are
262 recyclable,
263 e. Overall 20% reduction in water usage during operation of the building as
264 compared to industry standards,
265 f. Efficient use of natural resources through use reduction, reuse, reclamation,
266 and recycling.

267 g. Incorporation of design features and uses that support multi-modal
268 transportation options,

269 h. Incorporation of appropriate safety features to ensure the security and comfort
270 of both occupants and visitors,

271 i. Incorporation of amenities that are conducive to enhancing community pride
272 and social interaction, and

273 17. In addition to the items enumerated above, all new planned developments shall
274 strive to incorporate design elements, performance standards and/or
275 specifications to enhance the public's awareness and appreciation of the
276 community's commitment to the preservation and enhancement of the following
277 sustainability qualities, values and principles:

278 a. Cultural resources,

279 b. Historical resources,

280 c. Ecological/natural resources,

281 d. Diversity and inclusion,

282 e. Social justice,

283 f. Economic investment,

284 g. Neighborhood vitality,

285 h. Sense of place,

286 i. Education, and

287 j. Recreation.

288 e) Reserved.

289 f) *Signs.* The aesthetic quality of a building or of an entire neighborhood is materially
290 affected by achieving visual harmony of the signs on or about a surface as they relate
291 to the architecture of the building or the adjacent surroundings. In addition to the
292 mechanical limitations on signs imposed by Article 45, Supplemental Regulations,
293 the following aesthetic considerations must also be met:

294 1. The scale of the sign must be consistent with the scale of the building on which
295 it is to be placed or painted.

296 2. The overall effect of the configuration or coloring of the sign shall not be garish.
297 The colors shall not conflict with those of other signs already on the building or
298 in the immediate vicinity.

299 g) *Landscaping.* See Article 6 of these LDRs.

300 h) *Criteria for parking lots and vehicular use areas.*

301 1. Parking lots and other vehicular use areas are to be designed as an aesthetic
302 asset to a neighborhood and to the building, group of buildings, or facility they
303 serve. A parking lot is to be considered an outside space; a transitional space
304 that is located between access areas (such as roads) and the building, group of
305 buildings or other outside spaces which it serves. The parking lot, because it is
306 viewed from above as well as at eye level, should be designed accordingly.

- 307 2. Parking lots, vehicular use areas, and vehicles parked therein are to be
308 effectively screened from the public view and from adjacent property in a manner
309 that is attractive and compatible with safety, the neighborhood and the facility
310 served.
- 311 3. The responsibility for beautification and design of a parking lot is the same as
312 that which a homeowner has to his residential lot. The atmosphere within a
313 parking lot or vehicular use area is to be as pleasant and park-like as possible,
314 rather than a harsh stand of paving. Trees are of primary importance to the
315 landscape and are not to be minimized in either height or quantity. Trees impart
316 a sense of three-dimensional space in a relatively flat area. Trees cast shadows
317 that help to reduce the monotony of an expanse of paving and create a refuge
318 from the tropical sun. Signs designating entrances, exits and regulations are to
319 be of a tasteful design and shall be subject to review by the board. Consideration
320 may be given to use of pavement which is varied in texture or color to designate
321 lanes for automobile traffic, pedestrian walks and parking spaces. Brightly
322 colored pavement is to be used with restraint. In order to create a pleasant
323 atmosphere, it is recommended that consideration be given to sculpture,
324 fountains, gardens, pools and benches. Design emphasis is to be given to the
325 entrance and exit areas of the lot. Trash, refuse and unaesthetic storage and
326 mechanical equipment shall be screened from the parking lot.
- 327 4. Lighting is to be designed for visual effects as well as safety and resistance to
328 vandalism. Care should be taken not to create a nuisance to the neighborhood
329 from brightness or glare. Low lights in modest scale can be used along with
330 feature lighting emphasizing plants, trees, barriers, entrances and exits. The
331 fixtures are to be selected for functional value and aesthetic quality. Fixtures
332 should be regarded as "furniture of the parking lot" which are visible both day
333 and night.
- 334 5. Additional regulations for parking lots and vehicular use areas may be found in
335 Article 4, Supplemental Regulations.
- 336 i) *Required utilities.* All construction of sanitary sewer collection facilities and water
337 supply and distribution systems shall conform to the requirements of the Florida
338 Building Code as amended and the Lake Worth Utilities Department construction
339 standards, and the appropriate state governing agency. The water supply system
340 within the development shall conform to the City of Lake Worth's fire rescue services
341 provider requirements for fire protection.
- 342 j) *Design guidelines for major thoroughfares.* The design standards for major
343 thoroughfares may be adopted and amended from time to time by resolution of the
344 city commission, and shall apply to the following properties:
- 345 1. Property adjacent to Lake and Lucerne Avenues from the Intracoastal to
346 Interstate 95 and within the Old Town Historic District;
- 347 2. Lake Worth Road;
- 348 3. Property adjacent to H, J, K, L, and M Streets within the Old Town Historic
349 District;

- 350 4. Property adjacent to 10th Avenue North from the east side of Dixie Highway west
351 to Interstate 95;
- 352 5. Property adjacent to 6th Avenue South from the east side of Dixie Highway west
353 to Interstate 95;
- 354 6. Property adjacent to Federal Highway from the south city limit to the south
355 boundary of College Park; and
- 356 7. Property adjacent to Dixie Highway from the south city limit to the north City limit.

357 k) *Storefront window treatments.*

- 358 1. All windows or openings of buildings located within the city's zoning districts
359 including DT, MU-E, MU-FH, MU-DH, MU-W, TOD-E and TOD-W whereby the
360 interiors of such buildings can be observed from the public streets or sidewalks,
361 shall be treated or screened in the manner set forth below.
- 362 2. All windows or openings of vacant buildings or buildings under construction
363 located within all of the city's zoning districts including DT, MU-E, MU-FH, MU-
364 DH, MU-W, TOD-E and TOD-W, which windows or openings can be viewed from
365 the public streets and sidewalks and which expose the interiors of such
366 buildings, shall screen the vacant interior of the building in which they are
367 located.
- 368 3. Window treatment or screening may be achieved by either constructing within
369 the window or opening a pocket, equivalent in dimension to the dimension of the
370 window or opening itself, and forty (40) inches or more in depth, or hanging
371 curtains or utilizing interior shutters. The pocket shall be used for purposes of
372 screening the interior of the building, and to provide an attractive display for
373 those who can observe the window or opening from the streets or public
374 sidewalks of the town. This pocket shall be decorated by featuring displays of
375 the incoming tenant, or vignettes representing designs and merchandise of
376 existing city merchants. The window glass shall be clean both inside and outside.
377 It is advisable that the window shall be lighted at night.
- 378 4. All windows or openings of businesses that are operational, vacant or under
379 construction may not have storage materials, such as kitchen equipment,
380 alcoholic beverage containers, stacked furniture, debris or packing materials
381 visible from a public street or right-of-way. A window or opening of an operational
382 business will be decorated with merchandise or screened from view with curtains
383 or interior shutters.
- 384 5. Any storefront both vacant or operational that has more than twenty-five (25)
385 feet of frontage on a public sidewalk must provide a vignette display in at least
386 one-half ($\frac{1}{2}$) of its available window space.
- 387 6. Newspaper, printed paper or unpainted plywood will not be allowed in a window.
- 388 7. No windows or openings of storefronts will utilize a mirrored reflective film. Films
389 allowing light to pass through, but blocking ultraviolet light will be permitted. The
390 intent is that interior displays will be visible from the right-of-way.
- 391 8. An owner must comply with these specifications within seven (7) days of
392 vacancy of a storefront.

393 9. Penalties. Any owner of any building found to be in violation of this division shall
394 be subject to general penalties as provided by law or to the provisions of the
395 code enforcement board.

396 l) *Community appearance criteria.* The general requirements outlined in this section
397 are minimum aesthetic standards for all site developments, buildings, structures, or
398 alterations within the corporate limits of the city, except single-family residences.
399 However, additions to existing buildings and sites shall be subject to review by the
400 development review official for a determination regarding submission to the planning
401 and zoning board or historic resources preservation board for review. All site
402 development, structures, buildings or alterations to site development, structures or
403 buildings shall demonstrate proper design concepts, express honest design
404 construction, be appropriate to surroundings, and meet the following community
405 appearance criteria:

406 1. The plan for the proposed structure or project is in conformity with good taste,
407 good design, and in general contributes to the image of the city as a place of
408 beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

409 2. The proposed structure or project is not, in its exterior design and appearance,
410 of inferior quality such as to cause the nature of the local environment or evolving
411 environment to materially depreciate in appearance and value.

412 3. The proposed structure or project is in harmony with the proposed developments
413 in the general area, with code requirements pertaining to site plan, signage and
414 landscaping, and the comprehensive plan for the city, and with the criteria set
415 forth herein.

416 4. The proposed structure or project is in compliance with this section and 23.2-29,
417 as applicable.

418 m) *Compliance with other requirements.* The requirements of this section are in addition
419 to any other requirement of the Code of Ordinances of the city, such as the building
420 code. Approval by the decisionmaking body of a given set of plans and specifications
421 does not necessarily constitute evidence of applicant's compliance with other
422 requirements of the city code.

423
424 **Section 4: Severability.** If any section, subsection, sentence, clause, phrase or
425 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
426 competent jurisdiction, such portion shall be deemed a separate, distinct, and
427 independent provision, and such holding shall not affect the validity of the remaining
428 portions thereof.

429
430 **Section 5: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in
431 conflict herewith are hereby repealed to the extent of such conflict.

432
433 **Section 6: Codification.** The sections of the ordinance may be made a part of
434 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
435 accomplish such, and the word "ordinance" may be changed to "section", "division", or
436 any other appropriate word.

437

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

440

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

444

445	Mayor Betty Resch	AYE
446	Vice Mayor Christopher McVoy	AYE
447	Commissioner Sarah Malega	AYE
448	Commissioner Kimberly Stokes	AYE
449	Commissioner Reinaldo Diaz	AYE

450

451 The Mayor thereupon declared this ordinance duly passed on first reading on the
452 2nd day of August, 2022.

453

454

455 The passage of this ordinance on second reading was moved by
456 _____, seconded by _____, and upon being put to a vote,
457 the vote was as follows:

458

459	Mayor Betty Resch
460	Vice Mayor Christopher McVoy
461	Commissioner Sarah Malega
462	Commissioner Kimberly Stokes
463	Commissioner Reinaldo Diaz

464

465 The Mayor thereupon declared this ordinance duly passed on the _____ day of
466 _____, 2022.

467

468

LAKE WORTH BEACH CITY COMMISSION

469

470

471

By: _____
Betty Resch, Mayor

472

473

474

ATTEST:

475

476

477

Melissa Ann Coyne, City Clerk

478

479



DATE: May 25, 2022

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: June 1 & June 8, 2022

SUBJECT: **Ordinance 2022-11:** Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 3 “Permits,” Section 23.2-31 related to “Site Design Qualitative Standards.”

PROPOSAL / BACKGROUND/ ANALYSIS:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted based on City Commission direction to staff to revise the site design qualitative standards to provide additional guidance, consistency, clarity and additional standards related to building design and sustainable performance. The City Commission also expressed a desire to ensure the design of new buildings would be of a high-quality architectural design that also would be respectful of the existing streetscape. The new building performance standards would require new buildings to exceed industry standards with regard to greenhouse emissions, carbon footprint and utilization of recycled materials as well as reductions in water and energy usage. New buildings also shall be required to incorporate design features that support multi-modal transportation, amenities that are conducive to enhancing community pride and social interaction, and safety features. Further, design elements, performance standards and/or specifications to enhance the public’s awareness and appreciation of the community’s commitment to the incorporation of sustainable qualities, values and principles as outlined in the ordinance on page 6.

Due to the complexity and comprehensive nature of the newly proposed sustainability requirements, an additional staff position or the use of outside consultants shall be required for the review of the proposed building performance standards.

The proposed amendments would amend the LDR in Chapter 23 of the City’s Code of Ordinances as follows:

- Article 2, Section 23.2-31 – Site Design Qualitative Standards

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2022-11.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in Ordinance 2022-11.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 56-2022 – Fiscal Year 2022-2023 Community Development Block Grant Agreement for Memorial Park Phase II

SUMMARY:

The resolution approves and authorizes the Mayor to execute the Agreement between Palm Beach County and the City that sets forth the terms and conditions for the use of \$306,691 in Fiscal Year 2022-2023 Community Development Block Grant funds for Phase II improvements to Memorial Park located on Sunrise Court between South A Street and 6th Avenue South.

BACKGROUND AND JUSTIFICATION:

Pursuant to discussion provided by participants at a public meeting on March 1, 2022, the City's proposed use of Fiscal Year 2022-2023 Community Development Block Grant (CDBG) funding for Phase II improvements to Memorial Park. Planned improvements include reconstruction of the bathrooms for ADA compliance, construction of a larger storage facility and concession area, provision of new benches and tables, removal and installation of new fencing, resurfacing of the paved parking area, and installation of new sod and mulch throughout the common area. Those improvements typical of park improvement projects are deemed eligible, along with restoration of areas disturbed by the installation of the aforementioned improvements.

Resolution No. 56-2022 approves and authorizes the Mayor to execute the CDBG Agreement between Palm Beach County and the City for this purpose. The Agreement sets forth the terms and conditions for the use of CDBG funding in the amount of \$306,691 as determined by dual statutory funding by the U.S. Department of Housing and Urban Development for Fiscal Year 2022-2023. The period of performance to complete these improvements is October 1, 2022 through and including December 31, 2023.

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

MOTION:

Move to approve/disapprove Resolution No. 56-2022 approving and authorizing the Mayor, or her designee, to execute the Fiscal Year 2022-2023 CDBG Agreement for the Memorial Park Phase II Improvements project.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 56-2022
CDBG Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	306,691	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	306,691	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Department Name	Division Name	Account Description	Project Number	FY23 Budget	Current Balance	Budget Transfer
180-0000-331.40-01	Leisure Services		Parks and Recreation / CDBG	TBD	306,691		
301.8060-572.63-63	Leisure Services		Improvement Other Than Building	TBD	306,691		

RESOLUTION NO. 56-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF \$306,691 IN FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE MEMORIAL PARK PHASE II IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City desires to make additional improvements to Memorial Park;
and

WHEREAS, the City has requested that Palm Beach County ("County") make the City's allocation of \$306,691 in Fiscal Year 2022-2023 Community Development Block Grant ("CDBG") funds available for the Memorial Park Phase II project; and

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

WHEREAS, Memorial Park is located with the Lake Worth Beach CDBG Target Area; and

WHEREAS, the County has prepared an Agreement for the Memorial Park Phase II Improvements project ("Agreement") that sets forth the terms and conditions for the use of these CDBG funds for this purpose; and

WHEREAS, the City desires to enter into this Agreement with the County for the purpose of making additional improvements to Memorial Park.

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby approves the Agreement between Palm Beach County and the City in the amount of \$306,691 in Fiscal Year 2022-2023 CDBG funds for public facility improvements to be made in Memorial Park.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the Mayor, or her designee, to execute three originals of the Agreement

between Palm Beach County and the City and all related documents for this stated purpose.

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

SECTION 4: This resolution shall become effective 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 _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF LAKE WORTH BEACH

THIS AGREEMENT, with an effective date of **October 1, 2022**, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **City of Lake Worth Beach**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **7 North Dixie Highway, Lake Worth Beach, FL 33460**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the **City of Lake Worth Beach**, desire to provide the activities specified by this Agreement; and

WHEREAS, Palm Beach County and the City of Lake Worth Beach, desire to provide CDBG funding in the amount of **\$306,691** with CDBG funding for FY2022-2023; and

WHEREAS, Palm Beach County desires to engage the **City of Lake Worth Beach** to implement such undertakings of the Community Development Block Grant Program, as a Subrecipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Subrecipient" means the **City of Lake Worth Beach**, a Subrecipient as defined in 2 CFR 200
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described Memorial Park Improvements Phase II, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low and Moderate Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. GENERAL COMPLIANCE

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. MAXIMUM COMPENSATION

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$306,691** for the period of **October 1, 2022**, through and including **December 31, 2023**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2023**.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement.

This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) **PROGRAM - GENERATED INCOME**

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination. The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business, with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or U. S. HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within 60 days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This Reversion provision shall survive the expiration or termination of this Agreement.**

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Subrecipients's performance of the terms of this Agreement or due to the intentional acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in full force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the AGREEMENT, Municipality shall require the Contractor to provide the following minimum insurance:

A. **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

B. **Business Automobile Liability:** Municipality shall maintain insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

C. **Workers' Compensation:** Municipality shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

- F. **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion by certified mail within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Subrecipient;
- (B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;

- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Subrecipient's personnel policies and job descriptions; and
- (J) The Subrecipient's Certificate of Insurance.
- (K) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Subrecipient shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

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

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICE

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement.

30. INDEPENDENT AGENT AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any such rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General’s authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County’s annual budget and appropriations.

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit “A” shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County provides otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the subconsultant and Subrecipient shall immediately terminate its contract with the subconsultant. If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

40. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 2022.

(SUBRECIPIENT SEAL BELOW)

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, CMC, City Clerk

By: _____
Glen Torcivia, Attorney for Subrecipient

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Date: _____

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"**WORK PROGRAM NARRATIVE****1. SUBRECIPIENT OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Subrecipient, using its own resources, shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for Phase II of the improvements to Harold Grimes Memorial Park, located at Sunrise Court, in the City of Lake Worth Beach. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

- B. PROJECT SCOPE:** The planned scope for the improvements to the Harold Grimes Memorial Park Phase II shall include, but not be limited to, reconstruction of the bathrooms for ADA compliance, construction of a larger storage facility and concession area, provision of new benches and tables, removal and installation of new fencing, resurfacing of the paved parking area, new sod and mulch throughout common area. Improvements typical of Park improvement projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Improvements are bound by Lucerne Ave on the North, the FEC Railroad on the East, 12th Ave South on the South and I-95 on the West.

Procurement process and contract award for all goods and services shall be in compliance with the City's Procurement Code, 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

- (1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:
- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
 - (b) State that "equal" equipment or materials will be accepted, and
 - (c) Identify the minimum requirements to establish equality.

- (2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award.

The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

- (3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

- (4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

- (5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

- (6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

- (7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

C. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Exhibit “C”, attached hereto, for construction work in connection with the project funded through this Agreement.

D. DAVIS-BACON AND RELATED ACTS (DBRA):
The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work.

The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

Required Use of the Labor Compliance Reporting System (LCRS)

As part of the County’s commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), DHED has established a Labor Compliance Reporting System (“LCRS”) for this project. The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall

instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents.

Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

User Responsibilities

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data.
The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County do not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

- E. **BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

In addition, for contracts exceeding the current Simplified Acquisition Threshold the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.

- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.

- G. **PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be as follows:

Award Construction Contract by:	December 31, 2022
Submit for 50% Reimbursement of CDBG Funds by:	July 15, 2023
Complete Construction by:	November, 2023
Submit for 100% Reimbursement of CDBG funds no later than:	December 31, 2023

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

H. REPORTS: The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Exhibit "B" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Report. These Monthly Reports shall be submitted to DHED beginning with the month of the effective date of the Agreement. They will be used by DHED to assess the Subrecipient's progress in implementing the project.

I. USE OF THE PROJECT FACILITY/PROPERTY: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

- (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
- (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

- J. **SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DHED upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract:

Section 3 Clause

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 lu (Section 3).

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not begin until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation.

Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$306,691**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.

- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
- (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

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**EXHIBIT "B"
MONTHLY REPORT**

Report For:	Month: _____ Year: _____
Subrecipient Name:	CITY OF LAKE WORTH BEACH
Project Name:	HAROLD GRIMES MEMORIAL PARK IMPROVEMENTS PHASE II
Report Prepared By:	_____ Name Signature Date

BUDGETING AND EXPENDITURE PROJECTIONS

MONTH/YR	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
MONTH/YR	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

Amounts Expended this Reporting Period: CDBG Funds: \$ _____ Other Funds: \$ _____

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 306,691	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):

PROJECT ACTIVITIES & SCHEDULE

Describe your accomplishments and any problems encountered during this reporting period:

PROJECT PERFORMANCE PHASE	DATE
COMPLETE DESIGN	Date
ADVERTISE, ACCEPT BIDS	Date
AWARD CONTRACT	Date
START CONSTRUCTION	Date
SUBMIT 50% REIMBURSEMENT REQUEST	Date
COMPLETE CONSTRUCTION	Date
SUBMIT 100% REIMBURSEMENT REQUEST	Date

Send report to: Project Coordinator or Bud Cheney,
 Department of Housing & Economic Development
 100 Australian Avenue, Suite 500
 West Palm Beach, FL 33406

EXHIBIT "C"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis.

If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:

1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
 - All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient (has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003.

The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles (“transite”).

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 1. An Asbestos Abatement Specification (Work Plan).
 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION**A. RENOVATION**

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet.

For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient .

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance

- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Public Works

TITLE:

Work Order #9 with The Paving Lady

SUMMARY:

The Work Order #9 to The Paving Lady authorizes the paving work to be completed on N F St from 11th Ave N to 13th Ave N, 11th Ave N from N F St to the railroad tracks, 12th Ave N from N F St to the railroad tracks, 18th Ave N from Federal Highway to N J Terr, N J St from 17th Ave N to Wellesley Dr, 1st Ave S from S A St to S B St, S J St and 4th Ave S drainage correction.

BACKGROUND AND JUSTIFICATION:

The City identified N F St from 11th Ave N to 13th Ave N, 11th Ave N from N F St to the railroad tracks, 12th Ave N from N F St to the railroad tracks, 18th Ave N from Federal Highway to N J Terr, N J St from 17th Ave N to Wellesley Dr, and 1st Ave S from S A St to S B St as infrastructure in very poor condition requiring rehabilitation. The City also identified the SW section of S J St connecting to 4th Ave S as needing repairs to correct stormwater drainage issues. The City currently has a contract with the Paving Lady on an as needed basis. The scope of the work is inclusive of removing the existing sidewalk and curbing and replacing with new sidewalk and curbing, milling and paving, installing new lane striping, and installing new valley gutter. The Work Order is not to exceed \$345,390.20 and will be paid for with funding from Roadway Improvement Funds and Public Works Streets Maintenance.

MOTION:

Move to approve/disapprove Work Order #9 with The Paving Lady at a cost not to exceed \$345,390.20.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #9

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	235,390.20	0	0	0	0
Operating Expenditures	110,000.00	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	345,390.20	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
170-5020-519-63-15	Improve other than build	GV2203	1,342,848.00	600,943.35	N/A; Existing budget item	235,390.20	365,553.15
001-5020-519-53-00	Road Materials & Supplies	N/A	197,664.00	121,268.13	N/A; Existing budget item	110,000.00	11,268.13



City of Lake Worth Beach

BID TABULATION - Annual Maint Contract Pavement Concrete Striping - N F St, 11th Ave N, 12th Ave N, S J & 4th Ave, 18th Ave N & J St, 1st Ave S & South A St

				Paving Lady		Atlantic Southern Paving		Kilborne and Sons Paving	
No.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
2	MOBILIZATION PAVING (OVER 100SY)	4	LS	\$2,500.00	\$10,000.00	\$3,500.00	\$14,000.00	\$1,250.00	\$5,000.00
5	REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 14" DEEP)	127	SY	\$30.00	\$3,810.00	\$35.00	\$4,445.00	\$18.00	\$2,286.00
7	8" BASEROCK (LIMROCK OR CR. CONCRETE.) (PRIMED)	480	SY	\$18.00	\$8,640.00	\$18.00	\$8,640.00	\$45.00	\$21,600.00
8	REWORK EXIST. ASPHALT BASE AND PRIME	480	SY	\$12.00	\$5,760.00	\$8.00	\$3,840.00	\$16.00	\$7,680.00
9	1" TYPE SP12.5 ASPHALTIC CONCRETE	7,798	SY	\$11.00	\$85,778.00	\$26.50	\$206,647.00	\$31.50	\$245,637.00
11	MILL EXIST. ASPHALT 1.5" AVG DEPTH	7318	SY	\$7.00	\$51,226.00	\$8.00	\$58,544.00	\$5.00	\$36,590.00
12	MISC. ASPHALT OVERBUILD / LEVELING	166	TN	\$140.00	\$23,240.00	\$105.00	\$17,430.00	\$180.00	\$29,880.00
17	MOBILIZATION CONCRETE (OVER 100 LF)	4	LS	\$1,500.00	\$6,000.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00
18	REMOVE EXIST. 4" CONCRETE	2483	SF	\$2.00	\$4,966.00	\$2.25	\$5,586.75	\$4.72	\$11,719.76
19	REMOVE EXIST. 6" CONCRETE	1175	SF	\$2.25	\$2,643.75	\$2.75	\$3,231.25	\$6.07	\$7,132.25
20	4" CONCRETE SIDEWALK	2629	SF	\$6.00	\$15,774.00	\$7.75	\$20,374.75	\$6.75	\$17,745.75
21	6" CONCRETE SIDEWALK / DRIVEWAY	3208	SF	\$7.50	\$24,060.00	\$10.50	\$33,684.00	\$8.10	\$25,984.80
23	REMOVE EXIST. CURBING	795	LF	\$9.00	\$7,155.00	\$10.00	\$7,950.00	\$10.00	\$7,950.00
24	TYPE F CURB AND GUTTER	9	LF	\$35.00	\$315.00	\$47.00	\$423.00	\$35.10	\$315.90
25	VALLEY GUTTER	222	LF	\$26.00	\$5,772.00	\$47.00	\$10,434.00	\$32.50	\$7,215.00
26	TYPE D CURB	860	LF	\$23.00	\$19,780.00	\$39.00	\$33,540.00	\$24.30	\$20,898.00
29	MOBILIZATION (STRIPING) (OVER 100 SY)	1	LS	\$1,100.00	\$1,100.00	\$1,550.00	\$1,550.00	\$1,500.00	\$1,500.00
34	6" DOUBLE YELLOW THERMO	447	LF	\$1.95	\$871.65	\$2.25	\$1,005.75	\$2.70	\$1,206.90
37	12" SINGLE WHITE THERMO	81	LF	\$2.99	\$242.19	\$3.45	\$279.45	\$2.70	\$218.70
39	24" WHITE STOP BAR THERMO	177	LF	\$6.50	\$1,150.50	\$7.00	\$1,239.00	\$5.20	\$920.40
40	RPM'S	78	EA	\$6.50	\$507.00	\$12.50	\$975.00	\$13.00	\$1,014.00
ADD	ADA CURB RAMP (INCLUDES TRUNCATED DOMES)	14	EA	\$1,800.00	\$25,200.00	\$1.00	\$14.00	\$1.00	\$14.00
ADD	MAINTENANCE OF TRAFFIC SERVICES	4	EA	\$2,500.00	\$10,000.00	\$1.00	\$4.00	\$1.00	\$4.00
* MATH VARIOUS									
					\$313,991.09		\$443,836.95		\$462,512.46
10% Contingency					\$31,399.11		\$44,383.70		\$46,251.25
NET TOTAL					\$345,390.20		\$488,220.65		\$508,763.71

LOW

SECOND

THIRD



**UNIT COST PROPOSAL
BASED ON IFB # 19 -109**

Project: 18th Ave N and J St
Address: 18th Ave N and J St

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
PAVEMENT					
1	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 3,800.00	\$ -
2	MOBILIZATION (OVER 100 SY)	1	LS	\$ 2,500.00	\$ 2,500.00
3	MOT - TYPE 2 BARCADES OR CONES (PER DAY)		EA	\$ 10.00	\$ -
4	MOT - SIGNAGE (PER DAY)		EA	\$ 100.00	\$ -
5	REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 14" DEEP)	127	SY	\$ 30.00	\$ 3,810.00
6	12" COMPACTED SUBGRADE		SY	\$ 12.00	\$ -
7	8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)		SY	\$ 18.00	\$ -
8	REWORK EXIST. ASPHALT BASE AND PRIME		SY	\$ 12.00	\$ -
9	1" TYPE S-3 ASPHALTIC CONCRETE	3435	SY	\$ 11.00	\$ 37,785.00
10	2" TYPE S-3 ASPHALTIC CONCRETE		SY	\$ 16.00	\$ -
11	MILL EXIST. ASPHALT 1.5" AVG. DEPTH (3/4" TO 2" DEPTH)	3435	SY	\$ 7.00	\$ 24,045.00
12	MISC. ASPHALT (TYPE S-3) OVERBUILD/LEVELING	60	TN	\$ 140.00	\$ 8,400.00
13	ASPHALT SPEED HUMP COMPLETE W/ STRIPING (PER CITY DETAIL)		EA	\$ 4,500.00	\$ -
14	ASPHALT MILLINGS F&I		TN	\$ 50.00	\$ -
15	SEALCOATING (PARKING LOT)		SY	\$ 0.82	\$ -
CONCRETE					
16	MOBILIZATION (LESS THAN 100 LF)		LS	\$ 2,500.00	\$ -
17	MOBILIZATION (OVER 100 LF)	1	LS	\$ 1,500.00	\$ 1,500.00
18	REMOVE EX. 4" CONCRETE	1402	SF	\$ 2.00	\$ 2,804.00
19	REMOVE EX. 6" CONCRETE	480	SF	\$ 2.25	\$ 1,080.00
20	4" CONCRETE SIDEWALK (3,000 PSI)	2079	SF	\$ 6.00	\$ 12,474.00
21	6" CONCRETE SIDEWALK/ DRIVEWAY (3,000 PSI)	2513	SF	\$ 7.50	\$ 18,847.50
22	MONOLITHIC CURB AND SIDEWALK		SF	\$ 8.00	\$ -
23	REMOVE EX. CONCRETE CURBING (ALL TYPES)	325	LF	\$ 9.00	\$ 2,925.00
24	TYPE F CURB AND GUTTER		LF	\$ 35.00	\$ -
25	VALLEY GUTTER	106	LF	\$ 26.00	\$ 2,756.00
26	TYPE D CURBING	539	LF	\$ 23.00	\$ 12,397.00
27	ADA TACTILE DOME SURFACE (YELLOW) CAST-IN-PLACE		SF	\$ 80.00	\$ -
STRIPING					
28	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 1,170.00	\$ -
29	MOBILIZATION (OVER 100 SY)	1	LS	\$ 1,100.00	\$ 1,100.00
30	REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)		LF	\$ 1.95	\$ -
31	4" DOUBLE YELLOW THERMO		LF	\$ 1.82	\$ -
32	4" SINGLE YELLOW THERMO		LF	\$ 0.91	\$ -
33	4" SINGLE WHITE THERMO		LF	\$ 0.91	\$ -
34	6" DOUBLE YELLOW THERMO	247	LF	\$ 1.95	\$ 481.65
35	6" SINGLE YELLOW THERMO		LF	\$ 0.98	\$ -
36	6" SINGLE WHITE THERMO		LF	\$ 0.98	\$ -
37	12" SINGLE WHITE THERMO	81	LF	\$ 2.99	\$ 242.19
38	18" SIGNLE WHITE THERMO		LF	\$ 3.90	\$ -
39	24" STOP BAR WHITE THERMO	57	LF	\$ 6.50	\$ 370.50
40	RPM'S	22	EA	\$ 6.50	\$ 143.00
41	BIKE LANE SYMBOL STRIPING (THERMO)		EA	\$ 487.50	\$ -
42	HANDICAP PARKING STALL COMPLETE W SIGN (PAINT)		EA	\$ 364.00	\$ -
MISC ITEMS					
44	BAHIA SODDING (INCL. GRADING WORK)		SY	\$ 8.00	\$ -
45	FLORATAM SODDING (INCL. GRADING WORK)		SY	\$ 10.00	\$ -
46	ADJUST EX. MANHOLE RING AND COVER		EA	\$ 500.00	\$ -
47	ADJUST EX. VALVE BOX		EA	\$ 350.00	\$ -
48	ADJUST EX. CURB INLET/ DRAINAGE INLET		EA	\$ 600.00	\$ -
49	PAVER BRICK REPAID (EXIST. BRICKS)		SF	\$ 6.00	\$ -
					\$ -
ADD	ADA Ramp (Includes survace mounted Truncated Domes)	11	EA	\$ 1,800.00	\$ 19,800.00
					\$ -
	MOT	1	Lsum	\$ 2,500.00	\$ 2,500.00
					\$ -
					\$ -
					\$ -
	TOTAL				\$ 155,960.84

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 16, 2022

DEPARTMENT: Community Sustainability

TITLE:

Annual contracts for Building Division inspections, plan reviews, code compliance inspections, and other building services with C.A.P. Government, Inc., GFA International and Hy-Byrd, Inc.

SUMMARY:

Request for approval of contracts with three private services consultants to provide field inspections, plan reviews, code compliance inspections and other related building services on an as needed basis for three (3) years for the City's Building Division within the Community Sustainability Department.

BACKGROUND AND JUSTIFICATION:

Through a competitive procurement process as advertised under Request for Proposals (RFP) No. 22-204 Building Inspections and issued on March 20, 2022, the City of Lake Worth Beach solicited proposals from qualified firms or individuals to provide building inspections, plan reviews, code enforcement inspections and building official services. Three proposals were received. All three provided complete, responsive proposals. An evaluation committee met on May 25, 2022 to review and evaluate the proposals and recommended that standing contracts with all three (3) consultants would be appropriate. The professional services being sought will provide, on an as needed basis, field inspections, review of plans for building code compliance in the disciplines of building, electrical, mechanical and plumbing and building official services as well as code compliance inspections. The evaluation matrix for the RFP solicitation is provided as an attachment.

These are the initial contracts for three (3) year terms that allow for two (2), one (1) year extensions with each of these providers. The contracts will cover services for Fiscal Years 2023, 2024 and 2025. During each fiscal year, each provider individually will be limited to an expenditure not to exceed \$75,000. Collectively, the expenditure for all three (3) is not to exceed \$200,000.

MOTION:

Move to approve/disapprove contracts with C.A.P. Government, Inc., GFA International and Hy-Byrd, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Signed Contracts
RFP Evaluation Matrix

City of Lake Worth Beach
Evaluation Matrix

RFP # 22-204 BUILDING Dpt. INSPECTIONS, PLAN REVIEW, CODE ENFORCEMENT INSPECTIONS AND BUILDING OFF.Svc.

RANKED:		2	3	1
Evaluation Criteria:	Weight	C.A.P. GOVERNMENT, INC	GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SERVICES	HY-BYRD INC
1	Responsiveness to RFP 1. Comprehensiveness of proposal; Respondent clearly explained all services to be provided (up to 5 Points) 2. Completeness of proposal. Respondent included all required documentation (up to 5 Points)	30	30	30
2	Cost Effectiveness 1. Respondent provided the cost for all services requested (up to 5 points) 2. Overall cost is reasonable for services provided and in line with the current market prices. Points are assigned based on the comparison to the rates provided by other respondents (up to 15 points) 3. Price includes additional value added services (up to 5 points)	65	45	70
3	Successful Experience and Qualification of Firm and Staff 1. Proven experience with similar type of services with municipal or other public entities (up to 10 points) 2. Staff qualifications and subject knowledge (up to 10 points) 3. Evidence of Respondents qualifications showing ability, capacity and skill to perform the scope of services (up to 10 points) 4. Evidence of availability to respond in acceptable timeline (up to 5 points)	100	90	84
4	Similar Projects and References 1. Verified References from at least (3) entities for similar projects or work in the past 5 years (up to 15 points)	45	40	42
5	Veteran Business Enterprise, Small Business and Local Business Preference 1. Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference (pre-scored by Purchasing division based on submitted documentation)	0	0	15
6	Default, Termination, Litigation, Debarment, etc. 1. Instances of a default under a similar project or contract; 2. Instances of litigation related to a similar project or contract; 3. Instances of any debarment by a local, state or federal governmental entity (No instances of default and litigations scores maximum points of 5, provided instances shall score accordingly) If documents not submitted Respondents shall score 0	15	13	15
7	Licenses Proof of required Licenses and certifications in State of Florida to perform the required services (Note: Respondents that do not provide required licenses with their proposal will score 0 points)	15	14	15
Total Points Received:		270	232	271
Exhibit "B" - City 's Campaign Contribution Statement		submitted	submitted	submitted
Exhibit "C" - Respondent Information Form		submitted	submitted	submitted
Exhibit "D" - Similar Projects		submitted	submitted	submitted
Exhibit "E" - References		submitted	submitted	submitted
Exhibit "F" - Drug Free Workplace Form		submitted	submitted	submitted
Exhibit "G" - Scrutinized Companies Certification		submitted	submitted	submitted
Exhibit "H" - Veteran Bus. Enterprise, Small Bus. Local Bus. Preference		n/a	n/a	local preference verified
Exhibit "A-1" Rate Schedule		submitted	submitted	submitted
default, termination, litigation statement		submitted	submitted	submitted

PROFESSIONAL SERVICES AGREEMENT
Building Department Inspection, Plan Review, Code Enforcement Inspections and
Building Official Services for Community Sustainability Department

THIS AGREEMENT (“Agreement”) is entered _____ by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **C.A.P. Government, Inc.**, a Florida corporation (“Consultant”), with its office located at 1910 N. Florida Mango Rd. West Palm Beach, FL 33409.

RECITALS

WHEREAS, the City issued Request for Proposal # 22-204 (“RFP”) for building department inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the Consultant submitted a proposal in response to the RFP to provide the services as described and set out in the RFP; and,

WHEREAS, the Consultant is willing to provide appropriately licensed personnel to provide the City with building inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the City desires to accept the Consultant’s proposal and enter a non-exclusive contract with the Consultant; and,

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

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

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

SECTION 2: CONSULTANT’S SERVICES. As more specifically set forth in the RFP incorporated herein by reference and Scope of Services, which is attached hereto as **Exhibit “A”**, the Consultant shall provide the City with building inspections, plan review, code inspections and building official services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement commences on October 1, 2022 and shall be for an initial term of three (3) years unless earlier terminated as stated herein. This Agreement may be extended by written amendment signed by both parties for additional two (2) one (1) year terms. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

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

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

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

SECTION 5: COMPENSATION.

a. For services to be rendered under this Agreement, the Consultant shall be entitled to a fee for services provided and accepted by the CITY at the rates set forth in CONSULTANT's proposed rates which are attached as Exhibit "B". The rates set forth in **Exhibit "B"** shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the Consultants' rates in Exhibit "B", the CITY and CONSULTANT 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 Consultant's rates based on the recommendation of the City's Community Sustainability Director or designee.

b. 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 CONSULTANT.

c. 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall be liable

for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

d. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice. All invoices shall be submitted to:

Community Sustainability- Building Department
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

With a copy to:

City of Lake Worth Beach
Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 7: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 8: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 9: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must

have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

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

The commercial general liability policy must name the City as an additional insured on a primary and non-contributory basis and for the performance of all services. Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant’s place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

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

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

C.A.P. Government Inc
Attn: Carlos A. Penin, PE
343 Almeria Avenue
Coral Gables FL. 33134

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposal (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned representative for the Consultant represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 33: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 34: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service,

technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 35: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 36: SCRUTINIZED COMPANIES.

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

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

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

(d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

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

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

SECTION 37: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

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

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

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

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

(f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement building department inspections, plan review, code enforcement inspections and building official services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT:

C.A.P. Government, Inc.

By: _____
Carlos A. Penin

[Corporate Seal]



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this 21st day of JUNE 2022, by Carlos A. Penin, as the
President C.A.P. Government, Inc., Florida Corporation, who is personally known
to me or who has produced _____ as identification, and who did take an oath that
he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Monica De Castro
Notary Public Signature

Notary Seal:

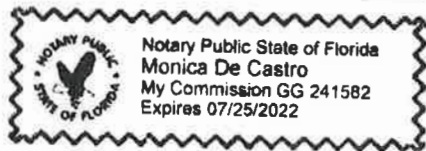


EXHIBIT “A”
Scope of Services

The Department for Community Sustainability’s Building Division and Code Compliance Division of the City of Lake Worth Beach, Florida, are requesting proposals from qualified entities to provide professional support services for building inspections, construction plan review, code enforcement inspections and Building Official services on an as needed basis. Consultant and its personnel shall be certified professionals and would need to hold a current, active licenses issued by the State of Florida for the discipline in which they will be providing services.

The City will off-set any and all amounts due and owing to the Consultant under this Agreement in the event the City must refund the aforementioned permit and inspection (and applicable surcharge) fees due to the Consultant’s, including the Consultant’s employees, officers, approved subcontractor, or any other person utilized by the Consultant under this Agreement, failure to timely notify the permit holder of the reason the work failed the inspection.

- 1) **Building Inspections:** All building inspectors shall be familiar with inspections in historic districts, inspection requirements for structures and properties that are located within a regulated flood plain of the City of Lake Worth Beach. Inspectors must have their own transportation, supplies and necessary all necessary equipment, including safety equipment to perform the services.
 - a. Requirements and Details:
 - i. The inspections must be performed on the scheduled date unless prior arrangements are made with the City’s Building Official.
 - ii. Results must be provided to the City before 5pm on the day they are performed; so the results can be entered in the City’s computer system.
 - iii. The City will provide the number and type of inspections inclusive of inspection sheets to Contractor after 4PM on the day prior to the scheduled/agreed inspection date.
 - iv. The Contractor shall be required to provide a detailed schedule of inspections for each day no later than 8AM on the day of the inspection. That schedule shall include the details of when inspection will take place.
 - v. Contractor shall return phone calls and emails from permit holders in reference to the code questions and inspection concerns. The Contractor must return all calls within the 24 hours of receipt.
 - vi. All inspections must verify work performed complies with all approved plans, applicable codes and City Ordinances.
 - vii. The Contractor shall be available by cell phone or email during regular business hours.

- 2) **Plan Review:** Plan reviewers will need to review the plans for code compliance in the disciplines of building, electrical, mechanical and plumbing. Plans will be sent by the City to the Contractor digitally for review by email or other type of file transfer (i.e. dropbox). Plan reviews must be complete and done in a timely manner by the Contractor and as provided for in the Florida Statues. Plan review comments shall be sent by the Contractor to the City in a PDF format so that the comments can be entered in the City’s permit system and sent to the permit holder. The Contractor

shall be a resource to applicants on submittal requirements and be available throughout the process until the review is complete.

- 3) **Code Enforcement Services:** Inspections for deficient property standards.
 - a. Requirements and Details:
 - i. Inspections that reflect least favorable and poorest conditions (The City will be giving priority to worst conditions first)
 - ii. Use and Occupancy Inspections for Business Licenses
 - iii. Enforcement of City of Lake Worth Beach Municipal Code
 - iv. Enforcement of remedial services which include lot clearing, boarding of buildings and demolition of structures
 - v. Enforcement of chronic nuisance properties which are defined as properties that have a pattern of nuisance activity, as related to alcoholic beverages, noise, sexual offenders and predators, dangerous dogs, battery, etc., calls for service to a property for law enforcement, fire, medic or other emergency personnel to assist individuals, who display the symptoms of an overdose or failure to comply with a code enforcement order entered by the Special Magistrate.
 - vi. Respond to and investigate code violations
 - vii. Post violation notices and provide initial citizen notifications and follow-up inspections
 - viii. Provide monthly written reports to the City that include digital photos of violations and actions taken. This report shall be provided to the City by the 15th of every month.
 - ix. Prepare cases for court appearances, provide presentations for Special Magistrate meetings and attend meetings as requested by the City
- 4) **Building Official:** Building Official services would be on an as needed basis as required by the City. Building official duties are provided in below job description. The City reserves the right to adjust the responsibilities as appropriate.

Building Official Duties & Responsibilities:

1. Interprets and establishes policies for the operation of the Building Services Division and Department.
2. Makes final interpretation of building codes, statutes and regulations dealing with construction of structures.
3. Manages technical and administrative staff in the enforcement of various City ordinances related to building codes and business tax certificate regulations. Supervises the activities of assigned staff. Writes and conducts performance evaluations.
4. Schedules employees, assigns work and monitors progress. Guides and develops employees in the accomplishment of their duties.
5. Prepares division budget; oversees and monitors expenditures.
6. Recommends changes and prepares revisions to codes in order to maintain modern and up-to-date construction standards.

7. Acts as advisor to the City Manager and Director of Community Sustainability regarding questions of building and other allied codes, statutes and ordinances.
8. Coordinates with the City Attorney's Office on court cases involving enforcement of City building codes and business tax certificates (receipts).
9. Interprets policies and advises developers, contractors, builders and the general public on City and departmental policies and procedures necessary for compliance.
10. Develops and establishes regulations for the enforcement of business tax certificates (receipts).
11. Acts as the City representative to the Building Board of Adjustment and Appeals and provides staff support.
12. Serves as the City's Floodplain administrator.
13. Maintains Community Rating System (CRS) for City.
14. Other duties as assigned to achieve the goals and objects of the Department.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of modern practices and methods employed in building, gas, mechanical, electrical, plumbing, energy, ADA accessibility and related codes.
- Knowledge of modern principles, practices and techniques of inspection and plan review activities, civil engineering and architecture.
- Knowledge of supervisory and management principles and practices.
- Knowledge of city and state laws and regulations governing all phases and types of construction.
- Skill in problem solving.
- Skill in developing and implementing new policies, procedures and programs.
- Skill in enforcing building codes and regulations in a tactful and impartial manner.
- Skill in analyzing trends.
- Skills in applying appropriate public relations techniques as situations warrant.
- Ability to express ideas clearly when providing oral and written reports and recommendations on administrative, financial, and technical issues.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Position involves moderate work generally in an office setting. There is frequent need to stand, walk, sit, talk or hear, use hands to finger, handle or feel, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of Lake Worth Beach promotes a drug/ alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Bachelor's degree from an accredited college or university with a major in Architecture, Engineering or related field and eight (8) years of progressively responsible building code enforcement experience, including three (3) years managerial experience, or any equivalent combination of training and experience. State of Florida licensure as a Building Code Administrator or Certified Building Official with ability to obtain State licensure as Building Code Administrator and certified Floodplain Manager within one year of employment. A valid Florida driver's license is required. National Incident Management System (NIMS) Series IS 100, IS 200, IS 559, IS 700, IS 800, G-300, G-400 certifications must be attained within 1 year and others as needed for EOC position assigned.

OTHER CONTRACT REQUIREMENTS:

All Consultants shall be required to provide the following prior to the contract award:

- 1) Copies of all the state certificates of those who are performing the services.
- 2) Copy of Certificate of Insurance as required in solicitation document and proposed contract
- 3) Copy of the inspector's signature on file for verification that the inspector did sign the permit card.
- 4) Contact information for the inspectors for the City's Building Department office personnel use only.

Contractor's Inspectors will be required to wear some type of uniform identifying the company they are working of and their name.

EXHIBIT "B"
Consultants Rate Schedule

EXHIBIT "A-1"

RFP # 22-204
BUILDING DEPARTMENT INSPECTIONS, PLAN REVIEW, CODE ENFORCEMENT
INSPECTIONS AND BUILDING OFFICIAL SERVICES

RATE SCHEDULE

Item No	Type	HOURLY RATE*
1.	Building Inspections	\$ 80.00
2.	Plan Review	\$ 85.00
3.	Code Enforcement	\$ 75.00
4.	Building Official	\$ 90.00

* Hourly rate shall be inclusive of all Respondents expenses to provide required services for the time while performing inspections. The City will not be covering any reimbursable expenses outside of the hourly rates for inspections.

PROFESSIONAL SERVICES AGREEMENT
Building Department Inspection, Plan Review, Code Enforcement Inspections and
Building Official Services for Community Sustainability Department

THIS AGREEMENT ("Agreement") is entered _____ by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation ("City"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **GFA International, Inc., dba Universal Engineering Sciences.**, a Florida corporation ("Consultant"), with its office located at 1215 Wallace Drive Delray Beach, FL. 33444

RECITALS

WHEREAS, the City issued Request for Proposal # 22-204 ("RFP") for building department inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the Consultant submitted a proposal in response to the RFP to provide the services as described and set out in the RFP; and,

WHEREAS, the Consultant is willing to provide appropriately licensed personnel to provide the City with building inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the City desires to accept the Consultant's proposal and enter a non-exclusive contract with the Consultant; and,

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

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

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

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the RFP incorporated herein by reference and Scope of Services, which is attached hereto as **Exhibit "A"**, the Consultant shall provide the City with building inspections, plan review, code inspections and building official services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement commences on October 1, 2022 and shall be for an initial term of three (3) years unless earlier terminated as stated herein. This Agreement may be extended

by written amendment signed by both parties for additional two (2) one (1) year terms. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

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

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

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

SECTION 5: COMPENSATION.

a. For services to be rendered under this Agreement, the Consultant shall be entitled to a fee for services provided and accepted by the CITY at the rates set forth in CONSULTANT's proposed rates which are attached as Exhibit "B". The rates set forth in Exhibit "B" shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the Consultants' rates in Exhibit "B", the CITY and CONSULTANT 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 Consultant's rates based on the recommendation of the City's Community Sustainability Director or designee.

b. 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 CONSULTANT.

c. 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. CONSULTANT 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.

CONSULTANT 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. CONSULTANT shall be liable for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

d. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice. All invoices shall be submitted to:

Community Sustainability- Building Department
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

With a copy to:

City of Lake Worth Beach
Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 7: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 8: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 9: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

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

The commercial general liability policy must name the City as an additional insured on a primary and non-contributory basis and for the performance of all services. Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during

normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

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

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

GFA International, Inc., dba Universal Engineering Sciences
Attn: Carlos Mercado, MS, PE
1215 Wallace Drive
Delray Beach FL. 33444

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may

be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposal (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned representative for the Consultant represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 33: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 34: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 35: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 36: SCRUTINIZED COMPANIES.

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

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

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

(d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

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

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

SECTION 37: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

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

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

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

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

(f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement building department inspections, plan review, code enforcement inspections and building official services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT GFA International, Inc., dba Universal Engineering Sciences

[Corporate Seal]



By: _____
[Handwritten Signature]

STATE OF FLORIDA)
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 22 day of June 2022, by Carlos Mercado, as the Branch Manager GFA International, Inc., dba Universal Engineering Sciences, Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Notary Public Signature

Notary Seal:



EXHIBIT "A"
Scope of Services

The Department for Community Sustainability's Building Division and Code Compliance Division of the City of Lake Worth Beach, Florida, are requesting proposals from qualified entities to provide professional support services for building inspections, construction plan review, code enforcement inspections and Building Official services on an as needed basis. Consultant and its personnel shall be certified professionals and would need to hold a current, active licenses issued by the State of Florida for the discipline in which they will be providing services.

The City will off-set any and all amounts due and owing to the Consultant under this Agreement in the event the City must refund the aforementioned permit and inspection (and applicable surcharge) fees due to the Consultant's, including the Consultant's employees, officers, approved subcontractor, or any other person utilized by the Consultant under this Agreement, failure to timely notify the permit holder of the reason the work failed the inspection.

- 1) **Building Inspections:** All building inspectors shall be familiar with inspections in historic districts, inspection requirements for structures and properties that are located within a regulated flood plain of the City of Lake Worth Beach. Inspectors must have their own transportation, supplies and necessary all necessary equipment, including safety equipment to perform the services.
 - a. Requirements and Details:
 - i. The inspections must be performed on the scheduled date unless prior arrangements are made with the City's Building Official.
 - ii. Results must be provided to the City before 5pm on the day they are performed; so the results can be entered in the City's computer system.
 - iii. The City will provide the number and type of inspections inclusive of inspection sheets to Contractor after 4PM on the day prior to the scheduled/agreed inspection date.
 - iv. The Contractor shall be required to provide a detailed schedule of inspections for each day no later than 8AM on the day of the inspection. That schedule shall include the details of when inspection will take place.
 - v. Contractor shall return phone calls and emails from permit holders in reference to the code questions and inspection concerns. The Contractor must return all calls within the 24 hours of receipt.
 - vi. All inspections must verify work performed complies with all approved plans, applicable codes and City Ordinances.
 - vii. The Contractor shall be available by cell phone or email during regular business hours.

- 2) **Plan Review:** Plan reviewers will need to review the plans for code compliance in the disciplines of building, electrical, mechanical and plumbing. Plans will be sent by the City to the Contractor digitally for review by email or other type of file transfer (i.e. dropbox). Plan reviews must be complete and done in a timely manner by the Contractor and as provided for in the Florida Statues. Plan review comments shall be sent by the Contractor to the City in a PDF format so that the comments can be entered in the City's permit system and sent to the permit holder. The Contractor

shall be a resource to applicants on submittal requirements and be available throughout the process until the review is complete.

- 3) **Code Enforcement Services:** Inspections for deficient property standards.
- a. Requirements and Details:
 - i. Inspections that reflect least favorable and poorest conditions (The City will be giving priority to worst conditions first)
 - ii. Use and Occupancy Inspections for Business Licenses
 - iii. Enforcement of City of Lake Worth Beach Municipal Code
 - iv. Enforcement of remedial services which include lot clearing, boarding of buildings and demolition of structures
 - v. Enforcement of chronic nuisance properties which are defined as properties that have a pattern of nuisance activity, as related to alcoholic beverages, noise, sexual offenders and predators, dangerous dogs, battery, etc., calls for service to a property for law enforcement, fire, medic or other emergency personnel to assist individuals, who display the symptoms of an overdose or failure to comply with a code enforcement order entered by the Special Magistrate.
 - vi. Respond to and investigate code violations
 - vii. Post violation notices and provide initial citizen notifications and follow-up inspections
 - viii. Provide monthly written reports to the City that include digital photos of violations and actions taken. This report shall be provided to the City by the 15th of every month.
 - ix. Prepare cases for court appearances, provide presentations for Special Magistrate meetings and attend meetings as requested by the City
- 4) **Building Official:** Building Official services would be on an as needed basis as required by the City. Building official duties are provided in below job description. The City reserves the right to adjust the responsibilities as appropriate.

Building Official Duties & Responsibilities:

1. Interprets and establishes policies for the operation of the Building Services Division and Department.
2. Makes final interpretation of building codes, statutes and regulations dealing with construction of structures.
3. Manages technical and administrative staff in the enforcement of various City ordinances related to building codes and business tax certificate regulations. Supervises the activities of assigned staff. Writes and conducts performance evaluations.
4. Schedules employees, assigns work and monitors progress. Guides and develops employees in the accomplishment of their duties.
5. Prepares division budget; oversees and monitors expenditures.
6. Recommends changes and prepares revisions to codes in order to maintain modern and up-to-date construction standards.

7. Acts as advisor to the City Manager and Director of Community Sustainability regarding questions of building and other allied codes, statutes and ordinances.
8. Coordinates with the City Attorney's Office on court cases involving enforcement of City building codes and business tax certificates (receipts).
9. Interprets policies and advises developers, contractors, builders and the general public on City and departmental policies and procedures necessary for compliance.
10. Develops and establishes regulations for the enforcement of business tax certificates (receipts).
11. Acts as the City representative to the Building Board of Adjustment and Appeals and provides staff support.
12. Serves as the City's Floodplain administrator.
13. Maintains Community Rating System (CRS) for City.
14. Other duties as assigned to achieve the goals and objects of the Department.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of modern practices and methods employed in building, gas, mechanical, electrical, plumbing, energy, ADA accessibility and related codes.
- Knowledge of modern principles, practices and techniques of inspection and plan review activities, civil engineering and architecture.
- Knowledge of supervisory and management principles and practices.
- Knowledge of city and state laws and regulations governing all phases and types of construction.
- Skill in problem solving.
- Skill in developing and implementing new policies, procedures and programs.
- Skill in enforcing building codes and regulations in a tactful and impartial manner.
- Skill in analyzing trends.
- Skills in applying appropriate public relations techniques as situations warrant.
- Ability to express ideas clearly when providing oral and written reports and recommendations on administrative, financial, and technical issues.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Position involves moderate work generally in an office setting. There is frequent need to stand, walk, sit, talk or hear, use hands to finger, handle or feel, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of Lake Worth Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Bachelor's degree from an accredited college or university with a major in Architecture, Engineering or related field and eight (8) years of progressively responsible building code enforcement experience, including three (3) years managerial experience, or any equivalent combination of training and experience. State of Florida licensure as a Building Code Administrator or Certified Building Official with ability to obtain State licensure as Building Code Administrator and certified Floodplain Manager within one year of employment. A valid Florida driver's license is required. National Incident Management System (NIMS) Series IS 100, IS 200, IS 559, IS 700, IS 800, G-300, G-400 certifications must be attained within 1 year and others as needed for EOC position assigned.

OTHER CONTRACT REQUIREMENTS:

All Consultants shall be required to provide the following prior to the contract award:

- 1) Copies of all the state certificates of those who are performing the services.
- 2) Copy of Certificate of Insurance as required in solicitation document and proposed contract
- 3) Copy of the inspector's signature on file for verification that the inspector did sign the permit card.
- 4) Contact information for the inspectors for the City's Building Department office personnel use only.

Contractor's Inspectors will be required to wear some type of uniform identifying the company they are working of and their name.

EXHIBIT "B"
Consultants Rate Schedule



Cost Effectiveness

EXHIBIT "A-1"

RFP # 22-204
BUILDING DEPARTMENT INSPECTIONS, PLAN REVIEW, CODE ENFORCEMENT
INSPECTIONS AND BUILDING OFFICIAL SERVICES

RATE SCHEDULE

Item No	Type	HOURLY RATE*
1.	Building Inspections	\$ 85.00
2.	Plan Review	\$ 105.00
3.	Code Enforcement	\$ 105.00
4.	Building Official	\$ 120.00

* Hourly rate shall be inclusive of all Respondents expenses to provide required services for the time while performing inspections. The City will not be covering any reimbursable expenses outside of the hourly rates for inspections.

PROFESSIONAL SERVICES AGREEMENT
Building Department Inspection, Plan Review, Code Enforcement Inspections and
Building Official Services for Community Sustainability Department

THIS AGREEMENT (“Agreement”) is entered _____ by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **HY-BYRD INC**, a Florida corporation (“Consultant”), with its office located at 511 South East Coast St. Lake Worth Beach Fl. 33460.

RECITALS

WHEREAS, the City issued Request for Proposal # 22-204 (“RFP”) for building department inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the Consultant submitted a proposal in response to the RFP to provide the services as described and set out in the RFP; and,

WHEREAS, the Consultant is willing to provide appropriately licensed personnel to provide the City with building inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the City desires to accept the Consultant’s proposal and enter a non-exclusive contract with the Consultant; and,

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

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

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

SECTION 2: CONSULTANT’S SERVICES. As more specifically set forth in the RFP incorporated herein by reference and Scope of Services, which is attached hereto as **Exhibit “A”**, the Consultant shall provide the City with building inspections, plan review, code inspections and building official services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement commences on October 1, 2022 and shall be for an initial term of three (3) years unless earlier terminated as stated herein. This Agreement may be extended by written amendment signed by both parties for additional two (2) one (1) year terms. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

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

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

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

SECTION 5: COMPENSATION.

a. For services to be rendered under this Agreement, the Consultant shall be entitled to a fee for services provided and accepted by the CITY at the rates set forth in CONSULTANT's proposed rates which are attached as Exhibit "B". The rates set forth in **Exhibit "B"** shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the Consultants' rates in Exhibit "B", the CITY and CONSULTANT 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 Consultant's rates based on the recommendation of the City's Community Sustainability Director or designee.

b. 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 CONSULTANT.

c. 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall be liable

for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

d. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice. All invoices shall be submitted to:

Community Sustainability- Building Department
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

With a copy to:

City of Lake Worth Beach
Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 7: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 8: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 9: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must

have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

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

The commercial general liability policy must name the City as an additional insured on a primary and non-contributory basis and for the performance of all services. Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant’s place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

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

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

Hy-Byrd Inc
Attn: Michael Crisafulle
511 South East Coast St
Lake Worth Beach, Fl 33460

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposal (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned representative for the Consultant represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 33: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 34: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service,

technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 35: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 36: SCRUTINIZED COMPANIES.

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

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

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

(d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

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

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

SECTION 37: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

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

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

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

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

(f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement building department inspections, plan review, code enforcement inspections and building official services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT:

By: Michael Crisafulli
Hy-Byrd, Inc

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 6th day of June 2022, by Michael Crisafulli, as the President Hy-Byrd, Inc., Florida Corporation, who is personally known to me or who has produced Personally Known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Notary Public Signature

Notary Seal:

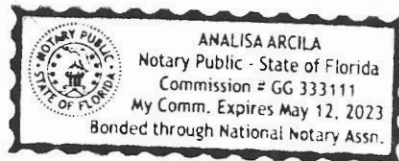


EXHIBIT "A"
Scope of Services

The Department for Community Sustainability's Building Division and Code Compliance Division of the City of Lake Worth Beach, Florida, are requesting proposals from qualified entities to provide professional support services for building inspections, construction plan review, code enforcement inspections and Building Official services on an as needed basis. Consultant and its personnel shall be certified professionals and would need to hold a current, active licenses issued by the State of Florida for the discipline in which they will be providing services.

The City will off-set any and all amounts due and owing to the Consultant under this Agreement in the event the City must refund the aforementioned permit and inspection (and applicable surcharge) fees due to the Consultant's, including the Consultant's employees, officers, approved subcontractor, or any other person utilized by the Consultant under this Agreement, failure to timely notify the permit holder of the reason the work failed the inspection.

- 1) **Building Inspections:** All building inspectors shall be familiar with inspections in historic districts, inspection requirements for structures and properties that are located within a regulated flood plain of the City of Lake Worth Beach. Inspectors must have their own transportation, supplies and necessary all necessary equipment, including safety equipment to perform the services.
 - a. Requirements and Details:
 - i. The inspections must be performed on the scheduled date unless prior arrangements are made with the City's Building Official.
 - ii. Results must be provided to the City before 5pm on the day they are performed; so the results can be entered in the City's computer system.
 - iii. The City will provide the number and type of inspections inclusive of inspection sheets to Contractor after 4PM on the day prior to the scheduled/agreed inspection date.
 - iv. The Contractor shall be required to provide a detailed schedule of inspections for each day no later than 8AM on the day of the inspection. That schedule shall include the details of when inspection will take place.
 - v. Contractor shall return phone calls and emails from permit holders in reference to the code questions and inspection concerns. The Contractor must return all calls within the 24 hours of receipt.
 - vi. All inspections must verify work performed complies with all approved plans, applicable codes and City Ordinances.
 - vii. The Contractor shall be available by cell phone or email during regular business hours.

- 2) **Plan Review:** Plan reviewers will need to review the plans for code compliance in the disciplines of building, electrical, mechanical and plumbing. Plans will be sent by the City to the Contractor digitally for review by email or other type of file transfer (i.e. dropbox). Plan reviews must be complete and done in a timely manner by the Contractor and as provided for in the Florida Statutes. Plan review comments shall be sent by the Contractor to the City in a PDF format so that the comments can be entered in the City's permit system and sent to the permit holder. The Contractor

shall be a resource to applicants on submittal requirements and be available throughout the process until the review is complete.

- 3) **Code Enforcement Services:** Inspections for deficient property standards.
 - a. Requirements and Details:
 - i. Inspections that reflect least favorable and poorest conditions (The City will be giving priority to worst conditions first)
 - ii. Use and Occupancy Inspections for Business Licenses
 - iii. Enforcement of City of Lake Worth Beach Municipal Code
 - iv. Enforcement of remedial services which include lot clearing, boarding of buildings and demolition of structures
 - v. Enforcement of chronic nuisance properties which are defined as properties that have a pattern of nuisance activity, as related to alcoholic beverages, noise, sexual offenders and predators, dangerous dogs, battery, etc., calls for service to a property for law enforcement, fire, medic or other emergency personnel to assist individuals, who display the symptoms of an overdose or failure to comply with a code enforcement order entered by the Special Magistrate.
 - vi. Respond to and investigate code violations
 - vii. Post violation notices and provide initial citizen notifications and follow-up inspections
 - viii. Provide monthly written reports to the City that include digital photos of violations and actions taken. This report shall be provided to the City by the 15th of every month.
 - ix. Prepare cases for court appearances, provide presentations for Special Magistrate meetings and attend meetings as requested by the City

- 4) **Building Official:** Building Official services would be on an as needed basis as required by the City. Building official duties are provided in below job description. The City reserves the right to adjust the responsibilities as appropriate.

Building Official Duties & Responsibilities:

1. Interprets and establishes policies for the operation of the Building Services Division and Department.
2. Makes final interpretation of building codes, statutes and regulations dealing with construction of structures.
3. Manages technical and administrative staff in the enforcement of various City ordinances related to building codes and business tax certificate regulations. Supervises the activities of assigned staff. Writes and conducts performance evaluations.
4. Schedules employees, assigns work and monitors progress. Guides and develops employees in the accomplishment of their duties.
5. Prepares division budget; oversees and monitors expenditures.
6. Recommends changes and prepares revisions to codes in order to maintain modern and up-to-date construction standards.

7. Acts as advisor to the City Manager and Director of Community Sustainability regarding questions of building and other allied codes, statutes and ordinances.
8. Coordinates with the City Attorney's Office on court cases involving enforcement of City building codes and business tax certificates (receipts).
9. Interprets policies and advises developers, contractors, builders and the general public on City and departmental policies and procedures necessary for compliance.
10. Develops and establishes regulations for the enforcement of business tax certificates (receipts).
11. Acts as the City representative to the Building Board of Adjustment and Appeals and provides staff support.
12. Serves as the City's Floodplain administrator.
13. Maintains Community Rating System (CRS) for City.
14. Other duties as assigned to achieve the goals and objects of the Department.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of modern practices and methods employed in building, gas, mechanical, electrical, plumbing, energy, ADA accessibility and related codes.
- Knowledge of modern principles, practices and techniques of inspection and plan review activities, civil engineering and architecture.
- Knowledge of supervisory and management principles and practices.
- Knowledge of city and state laws and regulations governing all phases and types of construction.
- Skill in problem solving.
- Skill in developing and implementing new policies, procedures and programs.
- Skill in enforcing building codes and regulations in a tactful and impartial manner.
- Skill in analyzing trends.
- Skills in applying appropriate public relations techniques as situations warrant.
- Ability to express ideas clearly when providing oral and written reports and recommendations on administrative, financial, and technical issues.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Position involves moderate work generally in an office setting. There is frequent need to stand, walk, sit, talk or hear, use hands to finger, handle or feel, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of Lake Worth Beach promotes a drug/ alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Bachelor's degree from an accredited college or university with a major in Architecture, Engineering or related field and eight (8) years of progressively responsible building code enforcement experience, including three (3) years managerial experience, or any equivalent combination of training and experience. State of Florida licensure as a Building Code Administrator or Certified Building Official with ability to obtain State licensure as Building Code Administrator and certified Floodplain Manager within one year of employment. A valid Florida driver's license is required. National Incident Management System (NIMS) Series IS 100, IS 200, IS 559, IS 700, IS 800, G-300, G-400 certifications must be attained within 1 year and others as needed for EOC position assigned.

OTHER CONTRACT REQUIREMENTS:

All Consultants shall be required to provide the following prior to the contract award:

- 1) Copies of all the state certificates of those who are performing the services.
- 2) Copy of Certificate of Insurance as required in solicitation document and proposed contract
- 3) Copy of the inspector's signature on file for verification that the inspector did sign the permit card.
- 4) Contact information for the inspectors for the City's Building Department office personnel use only.

Contractor's Inspectors will be required to wear some type of uniform identifying the company they are working of and their name.

EXHIBIT "B"
Consultants Rate Schedule

RFP # 22-204
BUILDING DEPARTMENT INSPECTIONS, PLAN REVIEW, CODE ENFORCEMENT
INSPECTIONS AND BUILDING OFFICIAL SERVICES

RATE SCHEDULE

Item No	Type	HOURLY RATE*
		Minimum of 2 (two) Hours
1.	Building Inspections	\$ 50.00
2.	Plan Review	\$ 50.00
3.	Code Enforcement	\$ 40.00
4.	Building Official	\$ 55.00

* Hourly rate shall be inclusive of all Respondents expenses to provide required services for the time while performing inspections. The City will not be covering any reimbursable expenses outside of the hourly rates for inspections.
