



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

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Omari Hardy

PLEDGE OF ALLEGIANCE: led by Commissioner Scott Maxwell

AGENDA - Additions / Deletions / Reordering:

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

A. [Budget Work Session #3 - August 6, 2020](#)

B. [Regular Meeting - August 18, 2020](#)

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

A. [Agreement with CRS Max to provide consultant services for FY 2021](#)

B. [Resolution No. 33-2020 – Healthier Lake Worth Beach grant application](#)

C. [Authorize Drinking Water State Revolving Fund Amendment 1 to Loan Agreement DW501731 for the 2-inch watermain phase 4 replacement project](#)

D. [Utility Easement and Bill of Sale by and between Corner Investments, LLC and the City of Lake Worth Beach](#)

E. [Cost Sharing Contract by and between 1939 7th Ave LLC. and the City of Lake Worth Beach](#)

NEW BUSINESS:

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

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

ADJOURNMENT:

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #3
BY TELECONFERENCE
THURSDAY, AUGUST 6, 2020 - 6:00 PM**

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

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

PLEDGE OF ALLEGIANCE: led by Commissioner Scott Maxwell.

UPDATES / FUTURE ACTION / DIRECTION

A. Presentation of Operating Budget Plan for Fiscal Year (FY) 2021

Michael Bornstein, City Manager, stressed that the entire country was going through strained economic forecasting for the coming year; the projection of revenues would recognize that there was uncertainty about the future. He stated that if the shared revenues from the past fiscal year were projected for FY 21, there would be a \$800,000 difference. He said that the Building Department would have some increases due to projects coming online next year but the Sheriff's Department was not asking for an increase this year. He stated that the City was trying to be as conservative as possible, but there would be some shortfalls. He announced that the next steps would be to discuss the department budgets and have the Stantec modeling. He suggested that questions and answers be directed by fund.

Bruce Miller, Financial Services Director, said that there would be a presentation of Departmental Budget Submissions for all major Funds with more weight given to some funds.

- General Fund

Mr. Miller stated that there would be conservative revenue assumptions, however, coping strategies would be initiated depending on the magnitude of COVID impacts. He reported that for expenditures there would be a level service budget and that the major budget drivers were wages, health and pension benefits and Information Technology (IT). He reviewed the revenue history, showing the marginal 1% overall total revenue growth of \$245,400, with an increase of \$638,655 in ad valorem taxes. He compared the figures from FY 2020 to 2021 and showed the expenses by program and by category and said that the pension plans accounted for the majority of the increase in expenses. He explained that the controllable expenses of \$13,879,640 and uncontrollable expenses of 25,483,014 equaled the operating expenditures of \$39,362,654. He summarized that the net revenues over expenditures would be a deficit of \$2.36 million.

Comments/requests summary:

1. Commissioner Hardy asked to what extent do the conservative assumptions factor into the COVID shortfall.

Mr. Miller responded that the duration and depth of the situation was unknown and continued analysis would be necessary. He said that in prior years revenue streams were measurable but the City had not dealt with a pandemic before; there were events that lasted for days or weeks, not months.

Commissioner Hardy asked how long it would take to deplete the \$800,000 buffer.

Mr. Miller stated that there would have to be a monthly examination to determine how the pandemic was affecting the different funds. He said that there was money coming into the City from the County and it was not known what the impact would be on those funds. He said that more oversight would be needed on an ongoing basis to make course corrections.

Commissioner Hardy asked if staff layoffs were anticipated and what the contribution would be from the Electric Utility (EU).

Mr. Miller replied that a level services budget was anticipated, providing the same programs and services as last year, but options would have to be examined.

City Manager Bornstein stated that the contribution would be \$4.5 million from the EU; there would not be a reduction for FY 2021.

Commissioner Hardy asked about the uncontrollable expenses and if some money could be spent differently for public safety.

City Manager Bornstein replied that it would take time to fix the commitments the City had made.

Mayor Triolo announced that the pension numbers were for the former police contract when the City had its own police force.

2. Commissioner Maxwell asked if Commissioner Hardy was suggesting to distribute some of the funds from the PBSO contract on other services. He stated that he was unwilling to discuss defunding the police.

Commissioner Hardy affirmed that he was asking if the City spent a third of its budget on policing rather than on programs to increase public safety.

Commissioner Robinson stated that a discussion on how to best spend the City's money was not a political issue. He spoke in favor of spending money on education and improved quality of life issues.

Mayor Triolo suggested having a policy discussion as an agenda item so that the public could provide input.

- Building Permit Fund

Mr. Miller said that there would be \$1.7 million in revenue.

- Beach Fund

Mr. Miller stated that parking revenue and rentals were projecting a decrease of \$250,000 due to COVID and explained the expenditures by program for an overall increase of \$85,000. He said that the numbers had not changed much over the years, but because revenue had decreased, there would be a net deficit of \$318,000; the issue would be resolved when the debt was renegotiated.

Comments/requests summary:

1. Commissioner Robinson asked if the income was considered with a partnership.

Mr. Miller replied that if a partnership were developed, there would be a new business model reflected in a budget amendment.

2. Commissioner Hardy inquired if the debt service was included in the presentation and if it referred to the money borrowed by the Beach Fund from the other funds.

Mr. Miller said that the information had been received earlier that day so the amortization schedule was not available; he stated that interest only would be paid for series A and for series B, the payments for principal and interest would be pushed until 2022. He iterated that the three funds would be reimbursed this year and the Beach Fund would pay the debt back over 20 years.

3. Mayor Triolo stated that the bonds were good news and it would be a more difficult year than most.

- Code Remediation Fund

Mr. Miller explained that the revenue would be increasing by \$135,000 and the expenditures would increase by \$95,000 resulting in positive cash flow of \$39,500.

- Electric Fund

Mr. Miller stated that Finance had been working closely with Ed Liberty, EU Director, and Clyde Johnson, EU Budget Manager. He said that the numbers would be changing over time. He reported that total income would increase by \$1.5 million with expenditures increasing by \$1.1 million by program, but did not include capital projects. He said that the net income would be \$455,000, but the future debt service was not included in the numbers.

Comments/requests summary:

1. Mayor Triolo asked if the numbers included the unpaid accounts from the pandemic.

Mr. Liberty thanked Finance staff for their clean up work on the numbers. He said that the numbers did not include the accounts in arrears; they were not counting on receiving the money back.

2. Commissioner Hardy said that there had been discussions about the reduction in the EU's contribution to the General Fund and asked what the effect would be on not having the \$300,000 reduction this year.

Mr. Liberty replied that the reduction was to build fund balance, but additional

revenues had come online including pole attachments allowing the EU to build its fund balance without the reduction for FY 2021. He stated that some of the earlier revenue had been higher than projected before COVID.

Commissioner Hardy said that there was a disconnect between the earned revenue and having to end the moratorium due to lack of revenue. He stated that the moratorium should be extended since the EU was in good shape.

Mr. Liberty responded that the revenues came down, not allowing the fund balance to be rebuilt. He said that the EU was beating the budget, which did not mean that the fund balance had moved out of its negative state.

Mayor Triolo reminded the Commission that it was hurricane season.

Mr. Liberty said that hurricanes were expensive; Irma was a \$2 expense and the EU had to be ready to absorb the events.

- Water Fund

Mr. Miller reported that the total sources of funds were going down approximately \$200,000 and the expenses by program would be reduced by \$176,000 for a net source over uses decrease of \$26,000.

- Local Sewer Fund

Mr. Miller stated that there was no change in income from FY 20 but total expenditures would increase by approximately \$114,000 resulting in a decrease of \$94,000.

The meeting recessed at 7:32 PM and reconvened at 7:44 PM.

- Golf Fund

Mr. Miller said that there was an increase of \$37,000 in revenue and an increase of \$44,000 in expenditures, so the fund was close to breaking even.

Comments/requests summary:

1. Commissioner Robinson asked about the donation.

City Manager Bornstein replied that the donation was received annually.

2. Vice Mayor Amoroso requested a separate line item for restaurant revenue.

Mr. Miller stated that he would break that out.

3. Commissioner Hardy stated that the golf course was an under-utilized asset and strategic policies should be considered.

4. Mayor Triolo said that there were deed restrictions on the property.

City Manager Bornstein said that there would have to be a ballot question and the deeds were being examined by the attorneys. He stated that the location was a million dollar one, but revenue was lost due to flooding.

Commissioner Hardy suggested approaching the heirs of those who donated the property regarding the restrictions.

City Manager Bornstein responded that there were different deed restrictions across the property and some were from the State.

Mayor Triolo stated that there should be conversations on dealing with sea level rise on the golf course and houses nearby.

Commissioner Robinson expressed hope that the conversations would happen soon.

- Stormwater Fund

Mr. Miller said that the revenue was consistent from the previous year with a slight increase of \$16,000 and the expenditures would increase by \$67,000 with net earnings of \$90,000.

- Refuse Fund

Mr. Miller announced that there were no changes from the previous year in revenue and the expenditures would increase by \$27,000 with a revenue deficit of \$26,000. He said that the numbers would be reconciled during the Stantec presentation and there should be a discussion regarding the rates.

Comments/requests summary:

1. Commissioner Maxwell thanked Mr. Miller for his presentation and asked when the next budget meeting would be held.

Mr. Miller responded that Stantec would present on August 27 and there would be a presentation on the capital budget before that.

2. Commissioner Hardy asked when he should bring back the discussion regarding budgeting policies and how he could arrange for staff time to assist with the discussion.

Mayor Triolo stated that the discussion could be at a regular meeting, not at the first in depth work session regarding the City's funds. She suggested working within the fees and schedules of the attorneys to not use extra taxpayer dollars.

City Manager Bornstein stated that PBSO's contract would not increase for FY 21, but he did not know how staff could assist with changing the contract to fund other programming.

Commissioner Hardy asked to have a discussion on whether the \$13.3 million spent with PBSO was necessary and if the City would want to spend the money in a different way by paring down the PBSO contract.

City Manager Bornstein said the FY 21 contract could not be affected, but there could be a discussion for the future.

Commissioner Hardy stated that the City was able to add deputies to the contract and pondered if the contract could be negotiated to decrease the total.

City Manager Bornstein iterated that he had 20 years of experience and the City was better off having PBSO doing the policing than it had been with its own police force.

Commissioner Maxwell said that Commissioners Hardy and Robinson had a meeting during which defunding the police was discussed. He stated that PBSO had done an excellent job for the City and that it would be detrimental to the City to negotiate a lower contract.

Vice Mayor Amoroso spoke in opposition to defunding the police and lowering the health and safety standards of the City.

Mayor Triolo suggested moving some of the money designated for the pool to projects that would benefit the City.

Commissioner Hardy said that he had not brought up defunding the police or lowering the standards for health and safety, but rather was questioning some City expenses and if policing was the only way to address the root causes of crime.

Mayor Triolo stated that PBSO had come in to LWB because of the high crime rate.

ADJOURNMENT:

The meeting adjourned at 8:27 PM.

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: September 1, 2020

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
BY TELECONFERENCE
TUESDAY, AUGUST 18, 2020 - 6:00 PM**

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

ROLL CALL: Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia and City Clerk Deborah M. Andrea. Commissioner Omari Hardy was absent.

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Scott Maxwell.

PLEDGE OF ALLEGIANCE: led by Vice Mayor Andy Amoroso.

AGENDA - Additions/Deletions/Reordering:

New Business Item A, Agreement with Racial Equity Institute to provide consulting services, is deleted from the agenda. this item has been postponed until September, 2020 because more time was needed to work through the details of the agreement.

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

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

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

A. Proclamation in honor of Lineman Appreciation Day

Mayor Triolo read the proclamation in honor of Lineman Appreciation Day and requested that she be able to present the proclamation to the linemen at an outdoor setting.

Ed Liberty, Electric Utility Director, added that the linepersons did a great job for the City and were a wonderful group filled with energy and commitment.

COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Robinson: expressed hope that the proclamation considered the linemen's safety during hurricane season. He spoke about the possibility of the Gulfstream Hotel moving forward and praised William Waters, Community Sustainability Director, City staff, Joan Oliva, CRA Director, and City Manager Bornstein. He said that the CRA had done a great job finding an outfit for the former Rhum Shak space and that 1750 N. Dixie would move forward with a 120-unit development. He stated that the teams from the CRA, Community Sustainability, staff and the Commission would work together to bring great projects to the City. He thanked PBSO for not increasing the amount of their agreement with the City. He said that he looked forward to discussions regarding maintaining water to homes that had their

electricity shut off for non-payment and on racial equality. He stated that good things were happening in Lake Worth Beach.

Vice Mayor Amoroso: said that great things were happening in Lake Worth Beach, but the City was in the middle of a pandemic yet storefronts were being rented, houses sold and great development was coming into the City. He thanked Ms. Oliva and Mr. Waters and their staffs for working together and making the developments happen. He reported that the Sober Homes Task Force and Florida League of Cities had many meetings via zoom and the Palm Beach County League of Cities had held their annual conference virtually. He announced that Feeding South Florida and the CRA were continuing drive-through food distribution on Tuesdays through the end of September; he gave a shout out to Jamie Brown, Public Works Director, and his staff for helping with the distribution. He stated that 1300 residents were being fed by Buccan and Grotto restaurants every week. He said that the City was no longer last in the census, but the numbers were not good, therefore residents should complete the census as soon as possible because the counting would be completed by the end of September.

Commissioner Maxwell: thanked Commissioner Robinson and Vice Mayor Amoroso for covering many of the positive happenings in the City. He thanked City Manager Bornstein and City staff for keeping all of the departments functioning, especially the staff doing an exceptional job taking care of bereaved families. He stated that P.W. Odoms, Jr., a City pioneer, had passed away. He relayed that he had some high level conversations with the City Attorney and asked if there could be a discussion on the agenda to determine a process regarding the resign to run law and how the Commission could best govern; he requested that City Attorney Torcivia bring something back to discuss at a future meeting. He said that everyone should keep Patrick Livingston in their prayers as he lost a family member recently.

Mayor Triolo: stated that there was great food distribution at Arms of Hope at which she presented the proclamation to Patrick Livingston. She thanked him and Source One for stepping up for the community. She reported that she was on the auditor committee to choose the new outside auditor and that the pension was doing well for the City. She stressed the importance of the census and that residents should ask their neighbors to fill the census out; the City count was undervalued last time and could not wait another ten years for a correct count to receive the services to which it was entitled.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

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

Dustin Zacks wrote to send best wishes to Mark Easton in health and recovery and to thank Commissioner Hardy for sticking up for the City's residents, wishing him good luck for the primary election.

APPROVAL OF MINUTES:

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

A. Special Meeting - June 30, 2020

- B. Regular Meeting - July 7, 2020
- C. Regular Meeting - July 21, 2020
- D. Special Meeting -- July 28, 2020

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

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

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

- A. Resolution No. 31-2020 – COVID-19 Federally Funded Subaward and Grant Agreement Z2079
- B. Resolution No. 32-2020 – FY 2020 Justice Assistance Grant Application
- C. Agreement with KVA, Inc., d/b/a KVA Power Protection & Control for a prefabricated control house
- D. Consideration of settlement with Alide Cajuste in the amount of \$35,000 (inclusive of attorney’s fees)
- E. Ratification of advisory board appointments and reappointments
- F. Tenth Addendum to the Law Enforcement Service Agreement (LESA)

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

PUBLIC HEARINGS:

- A. Ordinance No. 2020-11 – Second Reading - Amend the City’s Code of Ordinances Chapter 23 Land Development Regulations

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2020-11 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” DIVISION 1 “IN GENERAL,” SECTIONS 2-4, 2-7, 2-10.2 AND 2-11.3 RELATED TO APPLICATION FEES; AND AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 1, “GENERALLY,” SECTIONS 23.1-5 AND 23.1-6 RELATED TO OFFICIAL MAPS; ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2, “DEFINITIONS,” SECTION 23.1-12 - DEFINITIONS; ARTICLE 2 “ADMINISTRATION” DIVISION 3, “PERMITS,” SEC. 23.2-30. – SITE PLAN REVIEW; ARTICLE 3, “ZONING DISTRICTS” SEC. 23.3-2. –OFFICIAL ZONING MAP; ARTICLE 4, “DEVELOPMENT STANDARDS” - SECTION 23.4-4. – FENCES, WALLS AND GATES; ARTICLE 4, “DEVELOPMENT STANDARDS” SECTION 23.4-10 – OFF-STREET PARKING; ARTICLE 4, “DEVELOPMENT STANDARDS” SECTION 23.4-19 – OUTDOOR STORAGE; ARTICLE 4 “DEVELOPMENT ARTICLE 6 “ENVIRONMENTAL REGULATIONS”, SECTION 23.6-1(C)(3) LANDSCAPE REGULATIONS OF THE

CITY’S CODE OF ORDINANCES; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve Ordinance No. 2020-11 amending the City’s Code of Ordinances Chapter 23 Land Development Regulations.

Mayor Triolo reminded the Commission that this was the second reading of the ordinance.

City Clerk Andrea said that there were no public comment cards.

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

B. Ordinance No. 2020-12 – Second Reading - Amend the City’s Code of Ordinances Chapter 23 Land Development Regulations
City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2020-12 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2, “DEFINITIONS,” SECTION 23.1-12 - DEFINITIONS; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 1, “GENERALLY,” SECTION 23.3-6 – USE TABLES; AND ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-12 – ADMINISTRATIVE USES AND CONDITIONAL USES OF THE CITY’S CODE OF ORDINANCES; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve Ordinance No. 2020-12 amending the City’s Code of Ordinances Chapter 23 Land Development Regulations.

Comments/request summary;

1. Commissioner Robinson thanked William Waters, Community Sustainability Director, for all of his hard work and stated that the ordinance showed that the City was ready to build.

City Clerk Andrea said that there were no public comment cards.

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

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS:

- A. (deleted) Agreement with Racial Equity Institute to provide consulting services

B. AT&T and City of Lake Worth Beach Settlement Agreement and Joint Use Pole Attachment Agreement

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve the Settlement Agreement and Joint Use Pole Attachment Agreement with AT&T.

Mr. Liberty said that the City had been working with several Utility Agency Owners (UAO's) to update the Joint Use and Pole Attachment Agreements which were severely outdated operationally and technically, beyond expiration, and no longer in line with market value. He stated that a pole attachment audit to identify UAO attachments on LWB Electric Utility Poles was commissioned and that relations with AT&T had improved greatly. He announced that the audit revealed that AT&T was attached to many more poles than had been paid for under the 2006 Agreement; that there were 5,955 attachments on City owned poles. He said that there were discrepancies between the City and AT&T audits, but a settlement had been reached for the following:

- AT&T conceded to CLWB 2018 pole audit numbers and new rates
AT&T attached to CLWB poles; 5,955 @ \$16.50 (\$98,257.50)
LWB attached to AT&T poles; 1,224 @ \$20.68 (\$25,312.32)
Net income to CLWB; \$72,945.18
- 5 Year Settlement Agreement includes back rent for additional attachments from 2014-2018
AT&T agreed to LWB pole audit which identified 1688 additional pole attachments
AT&T agreed to reduction in LWB attachments on AT&T poles (1,362 to 1,224)
AT&T would provide a one-time payment for additional pole attachments based on the aforementioned quantities over a 5 year period in the amount of \$79,909.92
AT&T agreed to pay a proportionate share of audit in the amount of \$16,000.

Mr. Liberty reported that the new rates would be on par with the average rate of \$16.50 per pole and the new rates were used for FY18 and 19 past due invoices. He stated that the new agreement had a 10 year term which would be automatically renewable for 4 successive 5-year terms, unless either party provided at least one year written notice of termination. He iterated that the new agreement contained updated provisions to address emergency response, pole ownership changes due to emergency replacements, and general relocation responsibilities, that the parties had agreed to updated provisions for pole depreciation and pole replacement costs and included annual 3% rate escalators.

Comments/requests summary:

1. Commissioner Maxwell thanked Mr. Liberty and asked when the agreements would have to be renegotiated.

Mr. Liberty said that the agreements were multi-year and would roll over annually; they would be better managed going forward.

Mr. Liberty thanked Paul Nicholas, Electric Utility Engineering Manager, and Brian King, Electric Utility Assistant Director for Power Generation, for their hard work on redoing the agreements from the 1940s, 50s and 60s, explaining that they had had to search for the old agreements. He said that the City attached to AT&T's poles so there was a Joint Use Agreement. He said that no one remembered AT&T replacing any poles after accidents;

there was no process to notify AT&T that a pole had been replaced.

2. Mayor Triolo asked why the City was paying more than it was being paid.

Mr. Liberty replied that the price was determined by the size of the poles and the loads the EU put on them. He said that the pole counts were incorrect and there was a Settlement Agreement for five prior years with AT&T agreeing to pay for a portion of the audit as well.

3. Commissioner Robinson asked Mr. Liberty to recognize the EUAB and Lisa Maxwell's stellar chairpersonship when the pole attachments were being discussed years ago.

Mr. Liberty responded that the process had begun in 2013 and was very complicated and time consuming. He said that it would be important how the contract was managed so poles needing replacement would be properly identified and the City could retain ownership. He reported that the EU would receive an increase in annualized revenue of \$160,000 from all the attachments contracts, not including the settlement agreement.

4. Vice Mayor Amoroso thanked Mr. Liberty and City Attorney Goddeau for their work on the contracts. He asked about poles with unidentified ownership.

Mr. Liberty replied that the City and AT&T would examine the poles to see who had installed them. He mused that the poles could have been bought on an emergency basis, not giving the City time to mark them.

City Clerk Andrea said that there were no public comment cards.

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

CITY ATTORNEY'S REPORT:

City Attorney Torcivia stated that Governor DeSantis had extended the time to meet without a physically present quorum until October 1, 2020.

CITY MANAGER'S REPORT:

City Manager Bornstein provided the following report:

- The REAL agreement would be on the agenda when the details of the contract were worked out
- The pole attachment agreements had value in the marketplace and the City was working with the School District and the County IT Committee on transmitters for school children to receive free Wifi. The installation of the transmitters would not be completed before the end of September; those needing Wifi would be provided with free laptops and coupons to pay for internet service. There would be an agreement on the agenda for the Commission to consider an in-kind contribution to allow transmitters to be put on City-owned utility poles.

Commissioner Robinson inquired about progress related to the public-private partnership at the oceanfront park.

City Manager Bornstein responded that Juan Ruiz, Assistant City Manager, had held several meetings with staff and the consultants, but the City was currently tied up with the activities and items related to budget and COVID; he would come back to the Commission with a schedule.

- Between all the items with budget and COVID, the PPP discussion would have to happen after the budget process was done.

ADJOURNMENT:

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to adjourn the meeting at 6:54 PM.

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

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: September 1, 2020

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 1, 2020

DEPARTMENT: Community Sustainability

TITLE:

Agreement with CRS Max to provide consultant services for FY 2021

SUMMARY:

Renewal of annual agreement with CRS Max to provide consultant services related to flood plain management, CRS rating and FEMA reporting.

BACKGROUND AND JUSTIFICATION:

For the past several years, CRS Max has been providing consultant services to the City to assist with FEMA reporting, maintenance and improvement of the City's CRS rating and flood plain management issues. Since first coming to work with the City, CRS Max as assisting the City in improving its CRS rating by 3 points to a 7, which saves a 15% in terms of the cost of flood insurance in Special Flood Hazard Areas and 5% outside Special Flood Hazard Areas.

The agreement for FY 2021 includes the provision of a few additional services related to FEMA's review of the City's flood plain management and its verification visit to review building permit activities within the flood plains.

MOTION:

Move to approve/disapprove agreement with CRS Max.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	\$15,000	0	0	0
Operating Expenditures	0	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	\$15,000	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: The cost of the CRS Max annual contract is split between the Building Enterprise Fund and the Stormwater Enterprise Fund.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
103-2020-515.34-50	Other Contractual Services		\$100,000	\$100,000	\$7,500	\$85,000
408-5090-538.31-90	Professional Services/Other		\$7,500	\$7,500	\$7,500	\$0

C. Department Fiscal Review:_____

**FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
CRS Max Consultant Services**

This Fourth Amendment to the Professional Services Agreement (“Fourth Amendment”) is made as of the _____, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City”) and **CRS Max Consultants, Inc.**, whose mailing address is 3331 NW 71st Street, Coconut Creek, FL 33073 (“Consultant”).

WHEREAS, in April 2017, the City entered a Professional Services Agreement with the Consultant to assist the City in its response to the ISO/CRS specialist following the City’s Community Rating System Verification Visit (the “Agreement”); and

WHEREAS, the scope of the Agreement was limited to the City’s response to the ISO/CRS specialist and the City desires to continue to use the Consultant for additional Community Rating System (CRS) services and to improve the City’s CRS class rating; and

WHEREAS, the City entered into a First Amendment which expanded the CRS services; and,

WHEREAS, in the Second Amendment the City also extended the timeframe for services to September 30, 2019; and,

WHEREAS, in the Third Amendment the City also extended the timeframe for services to September 30, 2020; and,

WHEREAS, the Consultant has significant and unique experience in providing such consulting services to a municipality; and

WHEREAS, the City’s procurement code, section 2-112(c), authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection.

WHEREAS, the purpose of this Fourth Amendment is to set forth certain terms and conditions for the continued provision of services by the Consultant to the City from October 1, 2020 through September 30, 2021.

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 to amend the Agreement as follows:

1. **AMENDMENT TO AGREEMENT.** In addition to the existing scope of services under the Agreement and the First and Second Amendments, the scope of services is amended to include those services set forth in the Consultant’s proposal, attached hereto as **Exhibit “1”** and incorporated herein. The City and Consultant reserve the right to terminate this Agreement upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.
2. **ENTIRETY OF AGREEMENT.** The City and the Consultant agree that the Agreement, the First, Second and Third Amendments, and this Fourth Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than stated in the Agreement, the First, Second and Third Amendments and this Fourth Amendment. None of the provisions, terms and conditions contained in the Agreement or the amendments may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
3. **LEGAL EFFECT.** This Fourth Amendment shall not become binding and effective until approved by the City Manager.
4. **COUNTERPARTS.** This Fourth Amendment may be executed in one or more counterparts and electronically, 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 Fourth Amendment.

5. AMENDMENT. Except as stated herein, all other terms and conditions of the Agreement shall remain in full force and effect.

6. TERM. The term of this agreement is for one (1) year commencing on October 1, 2020 through September 30, 2021. This Agreement may be renewed for additional three (3) one (1) year terms by the City Manager.

7. COMPENSATION. The City agrees to compensate the Consultant an amount not to exceed \$15,000.00 in accordance with Exhibit "1" to this Fourth Amendment.

8. SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Consultant certifies that it and any authorized subcontractor/subconsultants are not participating in the boycott of Israel. The City and the Consultant agree that the City will have the right to terminate the Agreement if the Consultant (and/or subcontractor/subconsultants) is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Professional Services Agreement to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Pam Triolo, Mayor

By: _____
Debbie M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

CRS MAX CONSULTANTS, INC.

By: Cathy L. King
Cathy L. King, President

Date: 8-11-2020

By: Mypa Kereal
Witness

By: Carl S. King
Witness

Exhibit “1”
Consultant’s Proposal

**CITY OF LAKE WORTH BEACH
PROPOSAL FOR FY 2020-2021
CRS CONTINUING CONSULTANT SERVICES
AND CRS VERIFICATION VISIT SERVICES
July 15, 2020**

I. BACKGROUND

The City of Lake Worth Beach (City), in anticipation of its Verification Visit in 2021, has requested that CRS Max Consultants, Inc. (Consultant) submit a proposal for CRS Verification Visit Consultant Services and CRS Continuing Consultant Services to assist in this endeavor. The scope of this proposal is developed to respond to this request.

Approximately once every five years, the Insurance Services Office (ISO), which oversees all CRS programs in the nation, performs an audit of every participating community's CRS program. This audit, known as a Verification Visit, typically requires extensive preparation on the part of the community.

The Consultant proposes to work together with the staff of the City of Lake Worth Beach to prepare for the City's Community Rating System Verification Visit, to participate in the Visit and to assist in providing any required documentation following the Visit.

The National Flood Insurance Program's (NFIP) Community Rating System (CRS) rewards communities that exceed the minimum NFIP requirements to help their citizens prevent or reduce flood losses. Under the NFIP/CRS Program, flood insurance premiums in participating communities can potentially be reduced by up to 45%. By implementing floodplain management activities under the CRS Program, the City of Lake Worth Beach is currently rated a Class 7, which translates into a 15% reduction in flood insurance premiums for properties within its Special Flood Hazard Areas and 5% outside its Special Flood Hazard Areas.

II. SCOPE OF SERVICES

A. CRS CONTINUING CONSULTANT SERVICES

The following services shall be included in CRS Continuing Consulting Services:

- Review current CRS program
- Provide answers to questions pertaining to the CRS program
- Interface with ISO/CRS Specialist as required

- Review Elevation Certificates for accuracy and completeness
- Assist with efforts to improve City's CRS classification

B. CRS VERIFICATION VISIT CONSULTANT SERVICES

Abbreviated Scope of Services:

- Review and evaluate current CRS program
- Work together with staff to prepare for ISO/CRS Specialist Verification Visit:
 - Identify documentation requirements
 - Organize documentation
 - Interface with ISO/CRS Specialist as required
- Accompany staff during Verification Visit
- Assist in providing any supplemental documentation required following visit.

Detailed Scope of Services:

The CRS Program is a multidiscipline program that entails a total of 19 distinct activities, each of which contains its own series of elements and sub elements. Each of the 19 activities is listed below. Following this listing is a description of the anticipated services that will be provided by CRS Max Consultants. The CRS Program is ultimately the responsibility of each participating community. Due to the complexity of the program, however, consultant assistance can be beneficial to:

- Explain and clarify activity requirements
- Conduct research to assist in providing the required documentation
- Train staff as needed
- Provide optimal drafts for information dissemination and templates for recordkeeping
- Provide perspective that will aid in determining optimal use of resources
- Assure adequate documentation
- Provide quality control
- Interface with ISO/CRS Specialist as may be required
- Maintain or improve the City's CRS score.

The following activities can be credited under the CRS program:

300 Public Information Activities

- 310 Elevation Certificates
- 320 Map Information Service
- 330 Outreach Projects
- 340 Hazard Disclosure
- 350 Flood Protection Information

360 Flood Protection Assistance
370 Flood Insurance Promotion

400 Mapping and Regulations

410 Floodplain Mapping
420 Open Space
430 Higher Regulatory Standards
440 Flood Data Maintenance
450 Stormwater Management

500 Flood Damage Reduction Activities

510 Floodplain Mgmt. Planning
520 Acquisition and Relocation
530 Flood Protection
540 Drainage System Maintenance

600 Warning and Response

610 Flood Warning and Response
620 Levees
630 Dams

Following is a description of the services that CRS Max Consultants proposes for each of the 19 activities.

310 ELEVATION CERTIFICATES

Elevation certificates are the foundation of the CRS program. As such, it is essential that they be maintained accurately and consistently. Communities that do not maintain elevation certificates appropriately can revert to a Class 10, which essentially suspends the community from the CRS program. Consultant will assure that the City has an acceptable standard operating procedure for elevation certificates and will review the City's elevation certificates issued subsequent to the last verification visit for accuracy. The correctness of the elevation certificates and compliance with the NFIP and the City's ordinances are ultimately the responsibility of the City.

320 MAP INFORMATION SERVICE

Consultant will explain the types of map information services that can be rendered and help the City determine what level of service it would be willing to provide to the community. Consultant will assist in refining its standard operating procedure as may be requested and assist in locating the maps and/or data sources necessary to provide the service. Consultant will provide a template for letters of map determination. Furthermore, Consultant will assure that the service is adequately advertised to the community.

330 OUTREACH PROJECTS

Consultant will oversee the implementation of outreach projects to earn points in this activity. Consultant will also provide templates and recommendations for outreach projects. Consultant intends to develop a Program for Public Information, however, because of social distancing requirements the development of this element may not be feasible. Consultant will develop a draft Flood Response Preparations document for the City's consideration.

340 HAZARD DISCLOSURE

Consultant anticipates that there will not be significant effort required for this activity.

350 FLOOD PROTECTION INFORMATION

Consultant will coordinate with Palm Beach County Library system to maximize library credit under this activity. Consultant will update the information included in the City's website, with the intention of earning credit under the website components of this activity.

360 FLOOD PROTECTION ASSISTANCE

Consultant is willing to assist the City in the advertisement for the service and the documentation required.

370 FLOOD INSURANCE PROMOTION

Consultant intends to develop a Flood Insurance Promotion program as a component of the Program for Public Information, however, because of social distancing requirements the development of this element may not be feasible.

410 FLOODPLAIN MAPPING

Consultant will work together with staff to determine which, if any, elements of this activity the City could earn.

420 OPEN SPACE PRESERVATION

Consultant will work together with staff to earn open space preservation credit and make recommendations to maximize the points earned.

430 HIGHER REGULATORY STANDARDS

Consultant will help direct the City to provide the documentation required for this activity.

440 FLOOD DATA MAINTENANCE

Consultant will work together with staff to document the credit that can be received under this activity. Consultant will also assist in the identification of benchmarks that can receive credit and the securing of documentation to earn credit for other applicable elements.

450 STORMWATER MANAGEMENT

Consultant will work together with staff to provide the documentation required to earn the points that can be received under this activity. This may include identification of stormwater management documentation from the City, the County and the South Florida Water Management District.

510 FLOODPLAIN MANAGEMENT PLANNING

The City utilizes Palm Beach County's Local Mitigation Strategy for this purpose. Consultant will assist in preparation of the required annual progress report that must be submitted to the Commission.

520 ACQUISITION AND RELOCATION

Consultant will help determine whether the City can earn credit for this activity and will assist the City in providing the necessary documentation required, should the City consider this to be worth the effort.

530 FLOOD PROTECTION

Consultant will determine whether the City can earn credit for this activity. If there is credit available and if the City considers this to be worth the effort, consultant will assist the City in providing the necessary documentation required.

540 DRAINAGE SYSTEM MAINTENANCE

Consultant will assist in the refining of an acceptable map and inventory and a standard operating procedure for drainage system maintenance. Further, Consultant will explain the documentation requirements and assist the City in its efforts to demonstrate that its capital improvement plan addresses stormwater issues.

610 FLOOD WARNING AND RESPONSE

In the state of Florida, emergency management, including flood warning and response, is primarily the responsibility of the County governments. Consultant will work to receive the credit that Palm Beach County receives for this activity.

Consultant will also work with City staff to secure any additional credit the City is able to earn from its own activities.

620 LEVEES

Consultant does not anticipate the City will qualify for credit under this activity.

630 DAMS

Consultant does not anticipate the City will qualify for credit under this activity.

III. DELIVERABLES

This project will have the following deliverables:

- Submittal of documentation to ISO at the Verification Visit
- Submittal of additional documentation to ISO, as may be required, following the Verification Visit

IV. SCHEDULE

CRS Max Consultants will begin work on this project upon receipt of a signed contract from the City. Consultant will work until project completion, at least 30 days following Verification Visit.

V. COMPENSATION

The cost for services are as follows:

CRS Continuing Consultant Services	\$ 3,000.00
Verification Visit Services	<u>\$12,000.00</u>
TOTAL	\$15,000.00

Payments for the lump sum amount will be billed on a monthly basis.

Consultant will work diligently to improve the City's CRS class rating. A bonus of \$5,000 will be invoiced if class rating improvement is achieved. The bonus would not be due until FY 2021-2022.

Cathy L King
Cathy L. King, President
CRS Max Consultant Services, Inc.

7-15-2020
Date

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 1, 2020

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 33-2020 – Healthier Lake Worth Beach grant application

SUMMARY:

The resolution approves submission of the City's application to Healthier Lake Worth Beach requesting \$30,000 in grant funding for additional improvements to the Royal Poinciana neighborhood park. Specifically, these grant funds will be used for the installation of a pavilion in the park.

BACKGROUND AND JUSTIFICATION:

Healthier Lake Worth Beach provides funding and other resources to support eligible applicants to improve the environment of the neighborhoods of Lake Worth Beach and to promote behaviors that positively impact the overall health and well-being of its residents. These resources can be used for social, cultural, economic, recreational, safety and environmental purposes that benefit the local community.

Resolution No. 33-2020 approves and authorizes the submission of the City's application to Healthier Lake Worth Beach for \$30,000 in grant funds to assist with the development of the Royal Poinciana neighborhood park. Specifically, these funds will be utilized for the installation of a pavilion in the park.

MOTION:

Move to approve/disapprove Resolution No. 33-2020 to approve and authorize the submission of a grant application to Healthier Lake Worth Beach for \$30,000 in grant funding to assist with the development of the Royal Poinciana neighborhood park.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 33-2020

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	30,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	30,000	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:

Recreation Healthier Lake Worth Beach Grant Royal Poinciana Neighborhood Park

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
180-9710-572.62-00		FG 2002	\$30,000	0	\$30,000	

C. Department Fiscal Review: _____

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RESOLUTION NO. 33-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO HEALTHIER LAKE WORTH BEACH FOR \$30,000 IN GRANT FUNDS FOR IMPROVEMENTS TO DEVELOP THE ROYAL POINCIANA NEIGHBORHOOD PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, Healthier Lake Worth Beach provides funding and other resources to stakeholders and partners in Lake Worth Beach to improve neighborhoods and promote behaviors that positively impact the overall health and well-being of its residents; and

WHEREAS, the City is developing a park in the Royal Poinciana neighborhood for the recreational needs of its residents; and

WHEREAS the City is eligible to apply for funding from Healthier Lake Worth Beach for recreational purposes that benefit the local community; and

WHEREAS, the City desires to submit an application to Healthier Lake Worth Beach for grant funds in the amount of \$30,000 for improvements necessary to develop Royal Poinciana Park with the installation of a pavilion.

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the submission of an application to Healthier Lake Worth Beach for grant funding in the amount of \$30,000 for improvements necessary to develop the Royal Poinciana neighborhood park with the installation of a pavilion.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the acceptance of these funds, if awarded, for this purpose.

SECTION 3: Upon execution of the resolution, one copy shall be provided 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 Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell

46 Commissioner Omari Hardy
47 Commissioner Herman Robinson

48
49 The Mayor thereupon declared this resolution duly passed and adopted on the 1st
50 day of September, 2020.

51 LAKE WORTH BEACH CITY COMMISSION

52
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54 By: _____
55 Pam Triolo, Mayor

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57 ATTEST:

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60 _____
61 Deborah M. Andrea, CMC, City Clerk
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EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 1, 2020

DEPARTMENT: Water Utilities

TITLE:

Authorize Drinking Water State Revolving Fund Amendment 1 to Loan Agreement DW501731 for the 2-inch watermain phase 4 replacement project

SUMMARY:

Amendment 1 adjusts the State Revolving Fund Loan DW501731 construction project completion and adjust the due date of the first semiannual loan payment.

BACKGROUND AND JUSTIFICATION:

The City Water Utility Department has planned the replacement over six years of approximately 17 miles of 2-inch steel water pipes that are corroded and failing within the City water distribution system. The Commission directed staff to fund the capital improvement through water system revenue financing, which has resulted in award of several loans from the Drinking Water State Revolving Fund.

This Amendment extends the completion of the project's construction date of loan DW501731 by 60 days. This changes the project completion date from September 15, 2020 to October 15, 2020. In addition, the first semiannual loan payment will be due on April 15, 2021.

MOTION:

Move to approve/disapprove authorization of Drinking Water State Revolving Fund Amendment 1 to Loan Agreement DW501731.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Amendment 1



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

August 18, 2020

Ms. Julie Parham
Assistant Water Utilities Director
City of Lake Worth
301 College Street
Lake Worth, Florida 33460

Re: DW501731 – Lake Worth
Distribution Piping Replacement Phase 4

Dear Ms. Parham:

Attached is a copy of proposed Amendment 1 to the City's State Revolving Fund loan agreement. The amendment provides the City additional time to complete construction activities.

Please have the appropriate officials sign and seal two copies and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original to you.

If you have any questions about this amendment, please call Amber Douglas at (850)245-2915.

Sincerely,

A handwritten signature in blue ink that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ad

Attachment

cc: Brian Shields – City of Lake Worth
Michael Bornstein – City of Lake Worth

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW501731
CITY OF LAKE WORTH BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LAKE WORTH BEACH, FLORIDA, existing as a local governmental entity (Project Sponsor) under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW501731; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 1.01 of the Agreement is amended to include the following definition:

"Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

2. Section 8.06 of the Agreement is deleted and replaced as follows:

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in

Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

3. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on April 15, 2021, and semiannually thereafter on October 15 and April 15 of each year until all amounts due under the Agreement have been fully paid.

4. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for October 15, 2020.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than October 15, 2020.

(4) The first Semiannual Loan Payment in the amount of \$136,250 shall be due April 15, 2021.

5. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 1 to Loan Agreement DW501731 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF LAKE WORTH BEACH

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL

City Attorney
RA/ 8/2/20

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 1, 2020

DEPARTMENT: Water Utilities

TITLE:

Utility Easement and Bill of Sale by and between Corner Investments, LLC and the City of Lake Worth Beach

SUMMARY:

Corner Investments, LLC. will dedicate a Utility Easement and Bill of Sale to the City of Lake Worth Beach in accordance with the conditions of approval of the Serendipity Building Department Permit.

BACKGROUND AND JUSTIFICATION:

Corner Investments, LLC. recently completed the multifamily Serendipity apartment complex. The project included extensions to the water and sewer service system as well as fire protection. The property owner will dedicate a nonexclusive easement for the installation, operation and maintenance of utilities. In addition, the owner agrees to subordinate the utilities installed that are located in right of way and/or easements to the water utility department.

By the Bill of Sale, the City of Lake Worth Beach will own and maintain water and sewer utilities located in the right of way and the dedicated Utility Easement. The easements are dedicated to provide unrestricted access to the City of Lake Worth Beach for all associated utility maintenance, repair and new installations. This item provides for both legal ownership and access to the water systems.

MOTION:

Move to approve/disapprove the Utility Easement and Bill of Sale between Corner Investments, LLC. and the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – Not Applicable
Utility Easement
Bill of Sale
Map

Return to:
City of Lake Worth Beach
Attn: City Clerk's Office
7 N. Dixie Highway
Lake Worth Beach, FL 33460

BILL OF SALE

BY Corner Investment, LLC TO THE CITY OF LAKE WORTH BEACH

KNOW ALL MEN BY THESE PRESENTS that CORNER INVESTMENT, LLC _____, a Florida company (hereinafter "Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable considerations paid by THE CITY OF LAKE WORTH BEACH, a Florida municipal corporation (hereinafter "Buyer"), the receipt of which is hereby acknowledged by Seller, has granted, bargained, sold, transferred, assigned, set over and delivered, and by these presents does grant, bargain, sell, transfer, assign, set over and deliver, unto Buyer, its successors and assigns, the following:

_____ and

related assets as located in Exhibit "A", attached hereto and made a part hereof .

Seller represents for itself, its successors and assigns that all expenses in connection with construction and installation of the ~~See attached water As-built~~ system have been paid in full and the same is free from liens and debts. Seller agrees to indemnify and hold Buyer harmless from any lawful claims of any party for labor and/or materials arising out of construction and installation of the system.

Seller further represents for itself, its successors and assigns that it has exclusive ownership, possession, control and marketable title to the See attached water as-built System and the System is subject to no mortgage, pledge, lien, charge, security interest, encumbrance or restriction.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Bill of Sale from Covent Investments, LLC to the City of Lake Worth Beach shall be effective as of the 6 day of July, 2020

WITNESSES:

[Signature]
Witness Signature

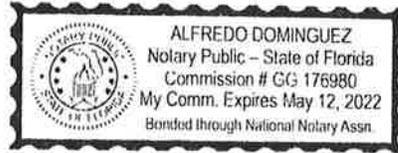
Judith Hernandez
Print Name of Witness above

[Signature]
Witness Signature

Marcos Guerrero
Print Name of Witness above

SELLER: [Signature]
Covent Investments, LLC

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of July, 2020, by Iqvin Pina as Manager/Member of Covent Investments, LLC who is personally known to me or who produced [Signature] and [Signature] as identification.

My commission expires:

[Signature]
Notary Signature

The City of Lake Worth Beach accepted the foregoing Bill of Sale on _____, 20

City of Lake Worth Beach

Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

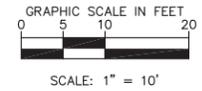
Deborah M Andrea, City Clerk

Glen J. Torcivia, City Attorney
SA 8/2/20

EXHIBIT "A"

RECORD OF ASSETS

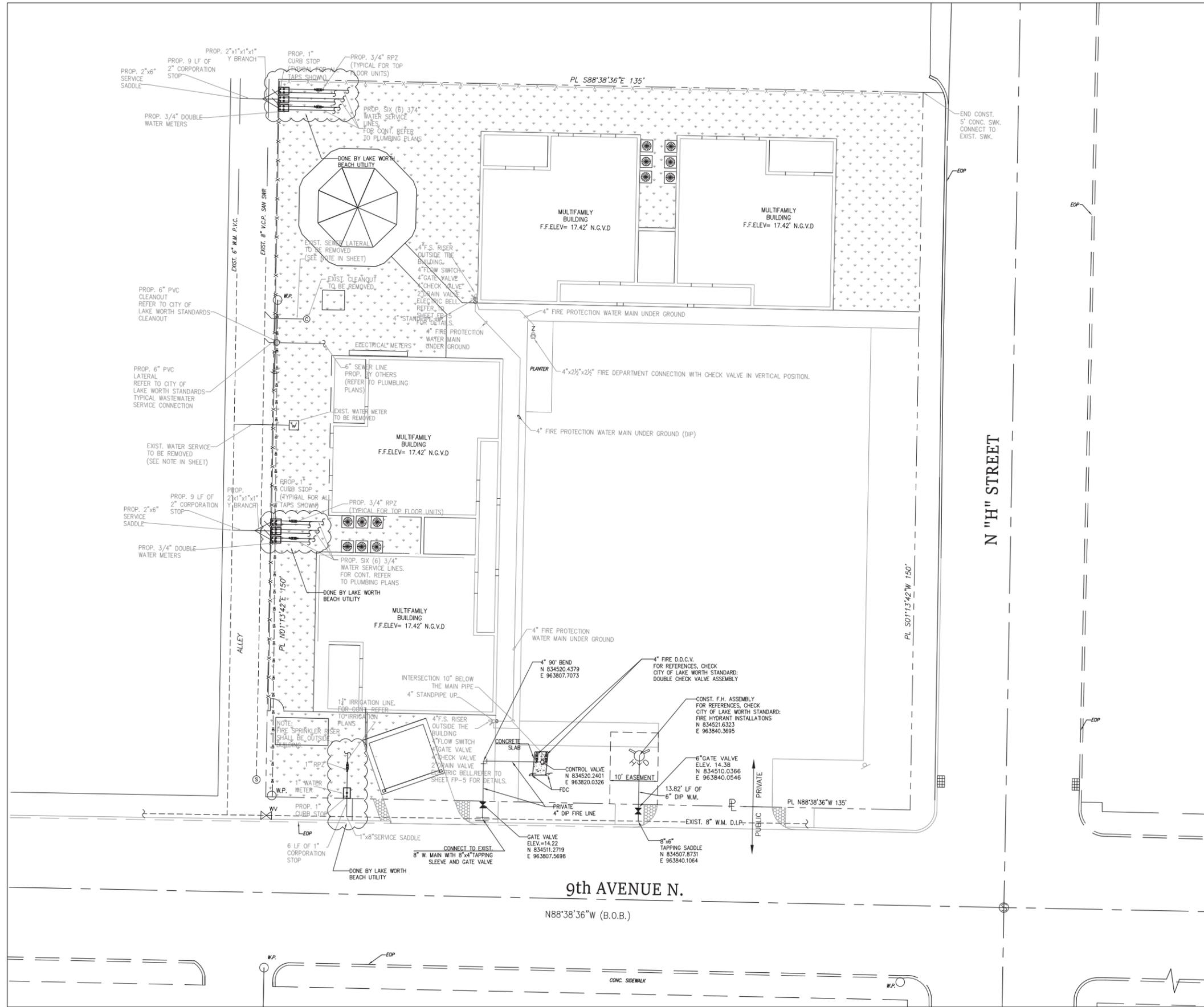
LAKE WORTH WATER AS-BUILT



PROFESSIONAL SURVEYORS AND MAPPERS
1435 S.W. 20TH AVENUE, SUITE 500
MIAMI, FLORIDA 33174
PHONE: (305) 556-4000 FAX: (305) 556-4005
E-MAIL: J.FEE@LMSURVEYING.COM
WWW.LMSURVEYING.COM

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF LANDMARK SURVEYING & ASSOCIATES, INC. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT, THEY ARE NOT TO BE USED BY OWNER ON OTHER PROJECTS EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO LANDMARK SURVEYING & ASSOCIATES, INC.

RECORD OF REVISION	
No.	DATE
1	05-21-2020
BY	DESCRIPTION
M.G. J.FEE	REVISION BY COMMENTS



LAKE WORTH

TYPE OF PROJECT: WATER AS-BUILT
SHEET NAME: SURVEY SKETCH
CLIENT: CORNER INVESTMENT LLC
CLIENT ADDRESS: N/A
PROJECT LOCATION: 1002 9th AVENUE N, LAKE WORTH, FL 33409

SCALE:	1"=10'
DRAWN BY:	M.G.
CHECKED BY:	J.FEE
QUALITY CONTROL:	A. MENDIGUTIA
DATE:	05-07-2020
PROJECT No:	LAKE WORTH

Plotted By: WS-4 - Sheet Set: NPI PASEO DE LA RIVIERA - Layout: WATER A.B. SKETCH - May 21, 2020 04:40:52pm - C:\Users\WS-4\OneDrive\LandMark Surveying & Associates, Inc.\Document Library - Documents\Surveys\2018\18-07\1807-240 (S.&. & A.B.)\Water As-Built\1807-240 Water As-Built.dwg

Return to:
City of Lake Worth Beach
City Clerk
7 North Dixie Hwy.
Lake Worth Beach, FL 34460

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this ____ day of _____ 20__, by and between Corner Investments LLC ("Grantor") and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation ("City").

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 1002 9th Ave N, Lake Worth Beach, Florida, and as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes through the Property as described and mapped in Exhibit "B" attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of providing utility services to and from properties or lands or maintain the same, which may include the Property, also for the City to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain utility pipes, mains, appurtenances and devices; to maintain, repair, rebuild, operate and control utility transmission lines; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the City, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by work undertaken by the City for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (d) to be responsible for all costs associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.

Signed, sealed and delivered
In the presence of

[Signature]
Signature of Witness

Jickly Hernandez
Printed Name of Witness

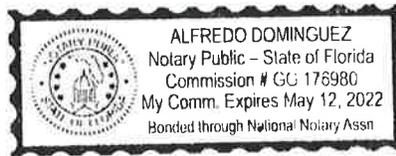
[Signature]
Signature of Witness

Marcos Guerrero
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF _____)

CORNER FACETMENTS, LLC (Owner)
Print Name: Javin Puga
Print Title: Manager/Member

[Corporate Seal]



The foregoing instrument was acknowledged before me this 6 day of July, 2020 by Javin Puga, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
Notary Public

The City of Lake Worth Beach accepted the foregoing Easement on _____, 20__.

City of Lake Worth Beach

Pam Triolo, Mayor

Approved as to form and legal sufficiency:

ATTEST:

Deborah M. Andrea, City Clerk

Christy J. Goddeau, City Attorney

BAF 8/26/20

Exhibit A

Lots 14, 15 and 16, Block 274, of "The Palm Beach Farms CO. Plat No. 2, Townsite of Lucerne" (now known as Lake Worth) according to the Plat thereof, as recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 38-43-44-21-15-274-0140

SKETCH AND LEGAL

FOR 1002 9th AVENUE N.



APPROXIMATE
LOCATION



LOCATION MAP

SECTION 21, TOWNSHIP 44 SOUTH, RANGE 43 EAST
LYING AND BEING IN PALM BEACH COUNTY FLORIDA
(NOT TO SCALE)

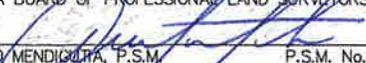
PROPERTY ADDRESS:

FOLIO NO. 38-43-44-21-15-274-0140

1002 9th AVENUE N.,
LAKE WORTH, FL 33460

AREA OF PROPERTY: 20,250 SQUARE FEET AND/OR
0.465 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY TO
THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS "SKETCH AND LEGAL"
MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE STATE OF
FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS

SIGNED  FOR THE FIRM
ARTURO MENDIGORRÍA, P.S.M. P.S.M. No. 5844-STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR
REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT
WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AND/OR NOT VALID WITHOUT
AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL.

THIS IS NOT A SURVEY
NOT VALID WITHOUT SHEET 2 AND 3 OF 3.

PARCEL NUMBER: 38-43-44-21-15-274-0140

LOCATION MAP, SURVEYORS NOTES, PROPERTY ADDRESS

Project No.: LAKE WORTH

Drawn by: M.G.

SKETCH

Approved by: AM

SHEET 1 OF 3

DATE: 05-08-2020

Scale: AS SHOWN



**1435 S.W. 87th AVENUE
SUITE "201"
MIAMI, FL 33174
PHONE: (305) 556-4002
FAX: (305) 556-4003
EMAIL:
JFEE@LMSURVEYING.COM**

SKETCH AND LEGAL

FOR 1002 9th AVENUE N.
SEC. 21. TWP. 44 S. RNG. 43 E.

PARENT EASEMENT DESCRIPTION :

A PORTION OF LAND LAYING IN LOT 16, BLOCK 274, OF "THE PALM BEACH FARMS CO. PLAT NO.2 TOWNSITE OF LUCERNE", (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID LOT 16. THENCE RUN WEST ALONG THE NORTH RIGHT OF WAY LINE OF 9th AVENUE N. A DISTANCE OF 53 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE THIS COURSE A DISTANCE OF 10 FEET. THENCE RUN NORTH AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF N.H STREET A DISTANCE OF 15 FEET. THENCE RUN EAST AND PARALLEL OF MENTIONED NORTH RIGHT OF WAY OF 9th AVENUE N. A DISTANCE OF 10 FEET. THENCE RUN SOUTH A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING BEING AND LAYING ON THE NORTH RIGHT OF WAY LINE OF 9th AVENUE N.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 135 SQUARE FEET 0.003 ACRES MORE OR LESS.

LEGEND

ABBREVIATION	DEFINITION
R/W	RIGHT OF WAY
P.B.	PLAT BOOK
B.O.B.	BASIS OF BEARING
PG.	PAGE
P.O.C.	POINT OF COMMENCE
P.O.B.	POINT OF BEGINNING
BLK.	BLOCK
C/L	CENTER LINE

SURVEYOR'S NOTES:

- 1.) THIS IS NOT A SURVEY.
- 2.) BEARINGS AND COORDINATES SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON THE FLORIDA STATE PLANES COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 1990.
- 3.) TYPE OF SURVEY: SPECIFIC PURPOSE SURVEY.
- 4.) ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD U.S. FOOT.
- 5.) DISTANCES AND BEARINGS SHOWN HEREON AND NORTH ARROW DIRECTION ARE BASED ON AN ASSUMED VALUE OF "THE PALM BEACH FARMS CO. PLAT NO.2, TOWNSITE OF LUCERNE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PLAT BOOK 2, AT PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND ALL OTHER MEASUREMENTS ARE RELATIVE THERETO.
- 6.) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.
- 7.) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON, CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.
- 8.) ENCUMBRANCES NOT SHOWN ON THE PLAT.
- 9.) FENCE OWNERSHIP NOT DETERMINED.
- 10.) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
- 11.) THE SOURCES OF DATE USED FOR THE PREPARATION OF THIS SPECIFIC SURVEY IS "THE PALM BEACH FARMS CO. PLAT NO.2, TOWNSITE OF LUCERNE". ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THIS IS NOT A SURVEY
NOT VALID WITHOUT SHEET 1 AND 3 OF 3.

FOLIO NUMBER: 38-43-44-21-15-274-0140

LEGAL DESCRIPTION OF PARCEL, LEGEND & SURVEYOR'S NOTE

Project No.: LAKE WORTH

Drawn by: M.G. SKETCH

Approved by: AM SHEET 2 OF 3

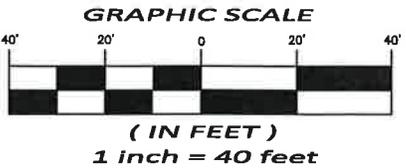
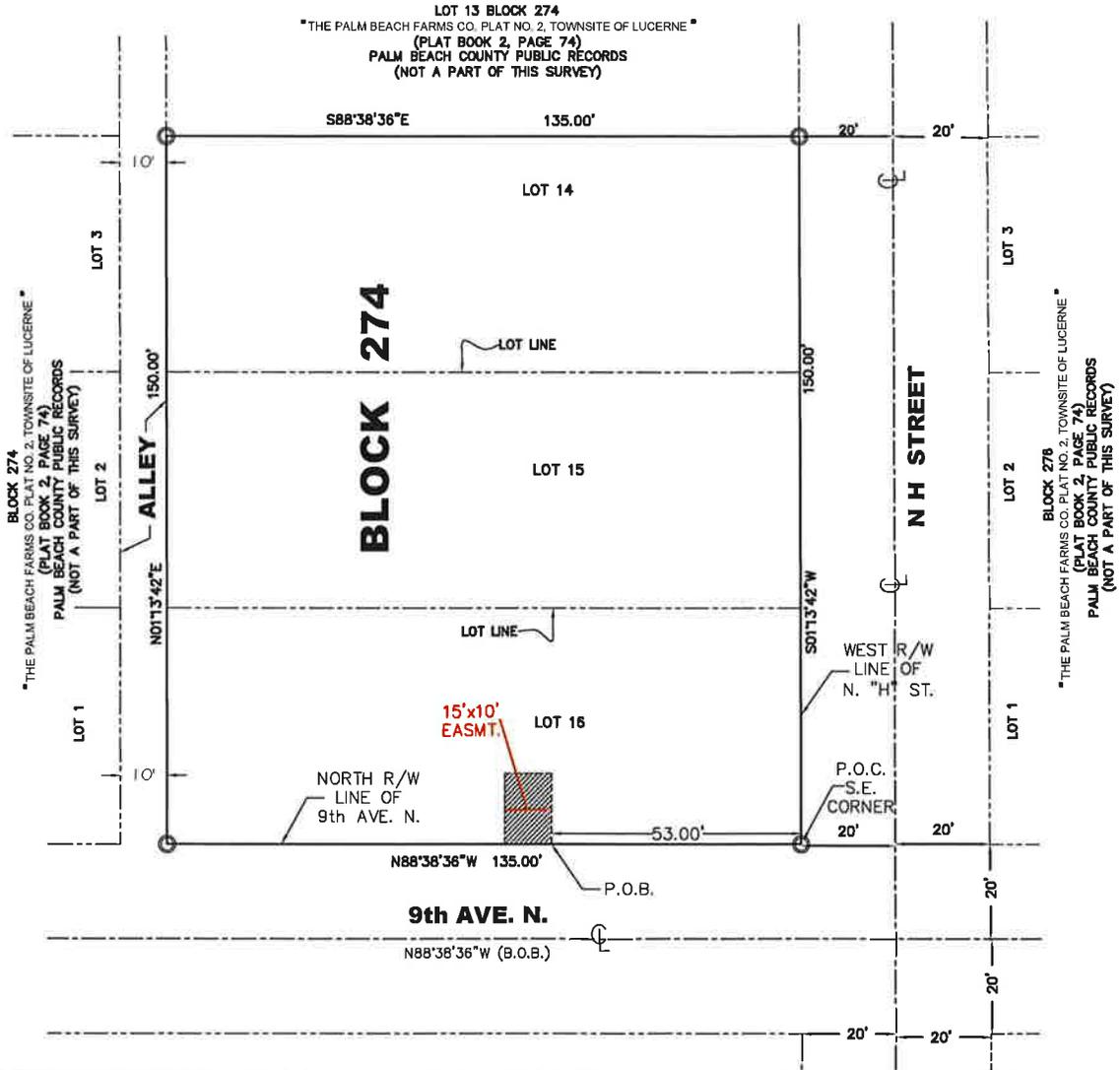
Date: 05-08-2020 Scale: N/A



**1435 S.W. 87th AVENUE
SUITE "201"
MIAMI, FL 33174
PHONE: (305) 556-4002
FAX: (305) 556-4003
EMAIL:
JFEE@LMSURVEYING.COM**

SKETCH AND LEGAL

DETAIL FOR 1002 9th AVENUE N.
SEC. 21. TWP. 44 S. RNG. 43 E.



PROPOSED LAND USE
CONTAINING 150 SQUARE FEET;
0.003 ACRES MORE OR LESS

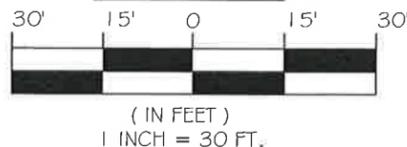
THIS IS NOT A SURVEY
NOT VALID WITHOUT SHEET 1 AND 2 OF 3.

FOLIO NUMBER: 38-43-44-21-15-274-0140	
SKETCH	
Project No.: LAKE WORTH	
Drawn by: M.G.	SKETCH
Approved by: AM	SHEET 3 OF 3
Date: 05-08-2020	Scale: 1" - 40'

LANDMARK
SURVEYING & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
L.B. No. 7633

1435 S.W. 87th AVENUE
SUITE "201"
MIAMI, FL 33174
PHONE: (305) 556-4002
FAX: (305) 556-4003
EMAIL:
JFEE@LMSURVEYING.COM

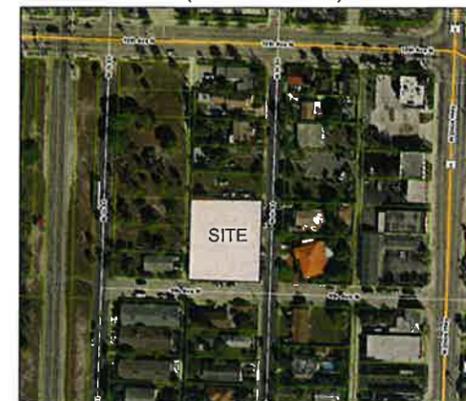
GRAPHIC SCALE



MAP OF BOUNDARY SURVEY

LOCATION MAP

SECTION 21, TOWNSHIP 44 SOUTH, RANGE 43 EAST
LYING AND BEING IN PALM BEACH COUNTY FLORIDA
(NOT TO SCALE)



LB No. 7633

PROFESSIONAL SURVEYORS AND MAPPERS
1435 S.W. 87th AVENUE, SUITE 201
MIAMI, FL 33174
PHONE: (305) 556-4002 FAX: (305) 556-4003
WWW.LMSURVEYING.COM
EMAIL-LANDMARKSURVEYING@HOTMAIL.COM

ABBREVIATIONS AND LEGEND:

A/C	=DENOTES AIR CONDITIONING UNIT
B.B.	=DENOTES BASIS OF BEARINGS
ASPH.	=DENOTES ASPHALT
P	=DENOTES PROPERTY LINE
B.M.	=DENOTES BENCH MARK
C.B.S.	=DENOTES CONCRETE BLOCK STUCCO
CONC.	=DENOTES CONCRETE
L.P.	=DENOTES LIGHT POLE
CB	=DENOTES CATCH BASIN
C.L.	=DENOTES CENTERLINE
M.	=DENOTES MONUMENT LINE
L.M.E.	=DENOTES LAKE & MAINTENANCE EASEMENT
D.E.	=DENOTES DRAINAGE EASEMENT
D.H.	=DENOTES DRILL HOLE
(M)	=DENOTES MEASURE
(R)	=DENOTES RECORD
WPP	=DENOTES WOOD POWER POLE
U.E.	=DENOTES UTILITY EASEMENT
P.B.	=DENOTES PLAT BOOK
P.G.	=DENOTES PAGE
P.C.P.	=DENOTES PERMANENT CONTROL POINT
P.O.B.	=DENOTES POINT OF BEGINNING
TYP.	=DENOTES TYPICAL
M.H.W.	=DENOTES MEAN HIGH WATER LINE
—	=DENOTES WOOD FENCE
—	=DENOTES CHAIN LINK FENCE
—	=DENOTES IRON FENCE
—	=DENOTES FOUND IRON PIPE (NO ID.)
—	=DENOTES FOUND NAIL AND DISC
—	=DENOTES ASPHALT PAVEMENT
X.XX	=DENOTES ELEVATIONS
[Brick Pattern]	=DENOTES BRICK
[Concrete Pad Pattern]	=DENOTES CONCRETE PAD

ALL BEARINGS AND DISTANCES SHOWN
HEREON ARE RECORD AND MEASURED
UNLESS OTHERWISE NOTED.

LEGAL DESCRIPTION:

LOTS 14, 15, AND 16 BLOCK 274, OF "THE PALM BEACH FARMS CO. PLAT NO.2, TOWNSITE OF LUCERNE", (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PROPERTY ADDRESS:

FOLIO NO. 38-43-44-21-15-274-0140
1002 9TH AVENUE N,
LAKE WORTH, FL 33460

AREA OF PROPERTY: 20,250 SQUARE FEET AND/OR
0.465 ACRES MORE OR LESS.

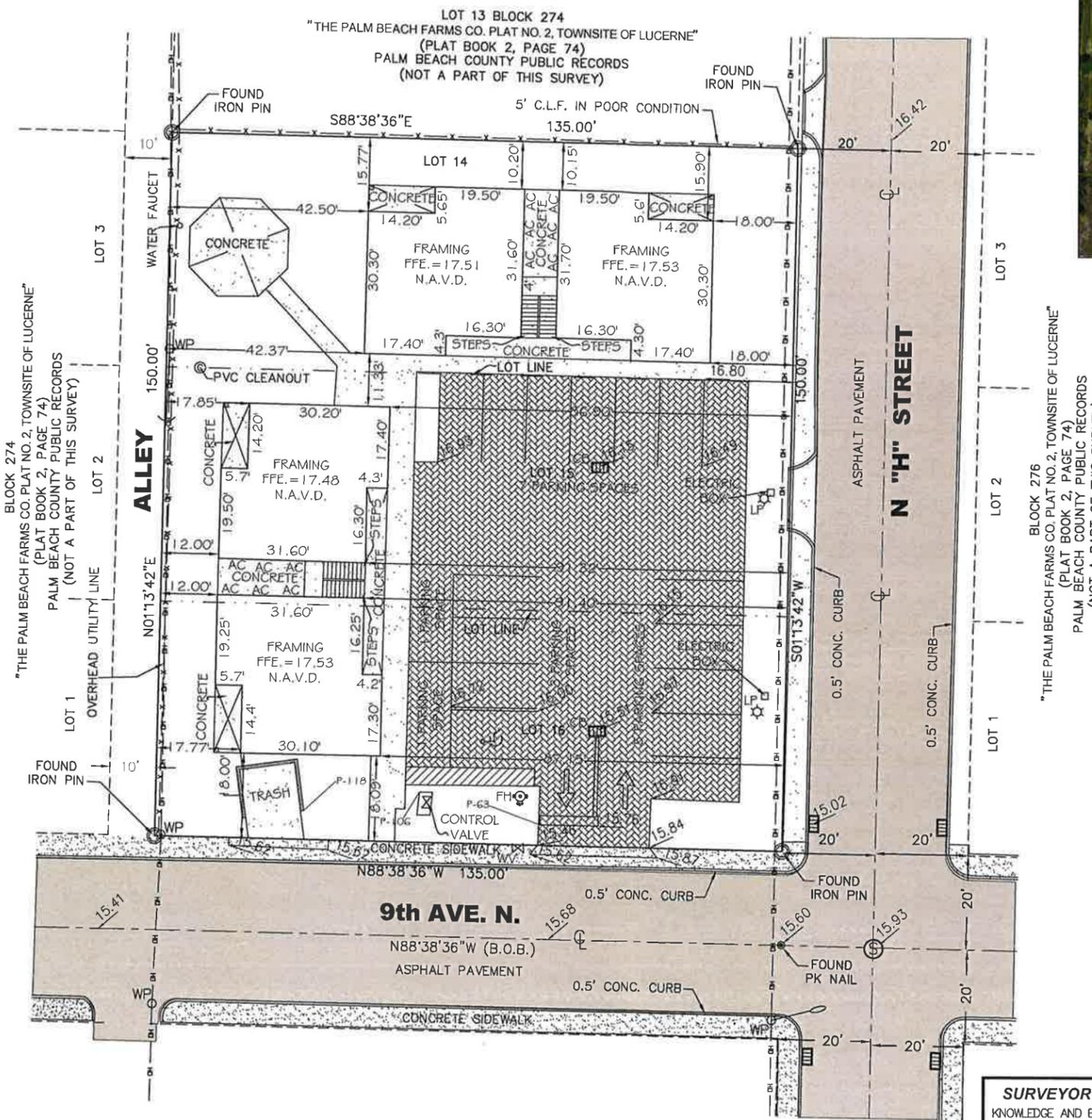
CERTIFIED TO:

THIS FOUNDATION SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAME HEREON. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.

— CORNER INVESTMENT LLC

SURVEYOR'S NOTES:

- 1.) THE ABOVE CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE ABOVE LEGAL DESCRIPTION: PROVIDED BY CLIENT.
- 2.) THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM OF ENCUMBRANCES. ABSTRACT NOT REVIEWED.
- 3.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS FORM BOARD/SPOT SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIS COUNTY. EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THIS PROPERTY.
- 4.) ACCURACY: THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN FLORIDA MINIMUM TECHNICAL STANDARDS (5J-17.51FAC), IS "RESIDENTIAL". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- 5.) FOUNDATIONS AND/OR FOOTINGS THAT MAY CROSS BEYOND THE BOUNDARY LINES OF THE PARCEL HEREIN DESCRIBED ARE NOT SHOWN.
- 6.) TYPE OF SURVEY: BOUNDARY SURVEY
- 7.) ELEVATIONS SHOWN HEREON ARE BASED ON TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88)
- 8.) ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD U.S. FOOT
- 9.) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.
- 10.) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON, CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.
- 11.) ENCUMBRANCES NOT SHOWN ON THE PLAT.
- 12.) THE WRITTEN CONSENT OF LANDMARK SURVEYING & ASSOCIATES, INC. UNDERGROUND PORTIONS OF FOOTING, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- 13.) ONLY VISIBLE AND ABOVE GROUND ENCROACHMENTS LOCATED.
- 14.) WALL TIES ARE TO THE FACE OF THE WALL
- 15.) FENCE OWNERSHIP NOT DETERMINED.
- 16.) BEARINGS REFERENCED TO LINE NOTED AS B.R.
- 17.) BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD.
- 18.) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
- 19.) THE SOURCES OF DATE USED FOR THE PREPARATION OF THIS BOUNDARY SURVEY IS "THE PALM BEACH FARMS CO. PLAT NO.2, TOWNSITE OF LUCERNE" RECORDED IN PLAT BOOK 2, AT PAGE 29.
- 20.) THIS BOUNDARY SURVEY IS INTENDED TO BE DISPLAYED AT A SCALE OF ONE INCH EQUALS 30 FEET OR SMALLER.



SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS "FORM BOARD/SPOT SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, PURSUANT TO CHAPTER 42.02, FLORIDA STATUTE.

SIGNED: *[Signature]* FOR THE FIRM
ARTURO MENDIBUTIA, P.S.M. P.S.M. No. 5844-STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AND/OR NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL.

BOUNDARY SURVEY

FLOOD ZONE:	X	
ELEVATION:	N/A	
COMMUNITY:	120635	
PANEL:	12099C0563	
DATE OF FIRM:	10-05-2017	
SUFFIX:	F	
ORIGINAL FIELD WORK SURVEY DATE	11-01-2018	
BENCH MARK:	N/A	
ELEVATION:	N/A	
DATE	DRAWN BY	SCALE
11-02-2018	M.G.	1"=30'
REVISION / UPDATE OF SURVEY		
DATE	DRAWN BY	DESCRIPTION
04-29-2020	EG	UPDATE
JOB No.		
1807-240		

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 1, 2020

DEPARTMENT: Water Utilities

TITLE:

Cost Sharing Contract by and between 1939 7th Ave LLC. and the City of Lake Worth Beach

SUMMARY:

1939 7th Ave LLC will be constructing an industrial storage facility that fronts 7th Ave N in the Park of Commerce area. 1937 7th Ave LLC and the City wish to enter into a cost sharing contract to ensure work is completed under the City's current construction project at the location.

BACKGROUND AND JUSTIFICATION:

In late 2019 the City approved the site plan for 1939 7th Ave N in the Park of Commerce area; a two-phase improvement plan at the reference address. The phased plan requires certain utility improvements to utilize the site as proposed.

The City has an ongoing, multi-year, Park of Commerce Project which is in process of constructing new roadway and installing utility infrastructure improvements in the Phase 1B project. The City is able to install the infrastructure for the proposed site with the City's current contractor David Mancini & Sons. The work will be installed under specified project phase and 1937 7th Ave LLC will reimburse the City the amount of \$41,955.31 for the utility improvements. This will ensure the utilities are installed prior to the completion of the roadway, curb and sidewalk improvements.

MOTION:

Move to approve/disapprove cost sharing contract between 1939 7th Ave LLC and the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis
Cost Sharing Contract with Exhibits

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$12,544.33	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	\$41,955.31	0	0	0	0
Net Fiscal Impact	\$54,499.64	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	FY20 Budget	Current Balance	Agenda Expenditure	Balance
422-7034-533.63-15	Water Distribution	SG 1803	\$5,733,920	\$533,279.58	\$12,544.33	\$520,735.25

C. Department Fiscal Review:_____

Brian Shields – Director
 Bruce Miller – Finance Director
 Christy Goddeau – City Attorney
 Michael Bornstein – City Manager

COST SHARING CONTRACT FOR UTILITY IMPROVEMENTS

This Contract is made as of the this ____ day of August, 2020, by and between the CITY OF LAKE WORTH BEACH, a Florida municipal corporation ("CITY"), and 1939 7TH AVENUE LLC, a Florida limited liability company ("COMPANY").

RECITALS

WHEREAS, the CITY has an ongoing, multi-year, Park of Commerce Project and is in the process of constructing and installing new infrastructure in the Park of Commerce Phase 1B Project; and

WHEREAS, COMPANY desires to install utility infrastructure for future use at its property located in the 7th Avenue N right-of-way; and

WHEREAS, the CITY is able to install the infrastructure for COMPANY as a change order to its overall Park of Commerce Phase 1B Project through its Contractor, David Mancini & Sons, Inc.; and

WHEREAS, the CITY has obtained a proposal from David Mancini & Sons, Inc. to install the utility infrastructure needed by the CITY and COMPANY; and

WHEREAS, COMPANY has reviewed the proposal and is willing to share the costs of the proposal by reimbursing the CITY for certain expenditures; and

WHEREAS, the CITY and COMPANY desire to formalize their agreement to share the costs and address other issues necessary for the installation of utility infrastructure for future use at its property located in the 7th Avenue N right-of-way.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties to this Contract agree as follows:

SECTION 1 – RECITALS. The above recitals are true and correct and incorporated herein.

SECTION 2 – REAL PROPERTY SUBJECT TO IMPROVEMENTS. The Property is located at 1939 7th Avenue N (Parcel Control Number: 38-43-44-21-02-020-0010), as more specifically described in the plans attached as **Exhibit "A"** and incorporated herein (the "Site" hereafter). COMPANY herein acknowledges, agrees and certifies that it is the current owner in fee simple of the Site and that there are no other known owners of the Site. COMPANY agrees and consents to the Utility Extension Plan ("Utility Extension Plan") at the Site. A copy of the Utility Extension Plan (one sheet) is attached hereto as **Exhibit "B"** and incorporated herein.

SECTION 3 – OBLIGATIONS OF THE CITY.

A. The CITY has obtained a proposal from David Mancini & Sons, Inc. (DMSI) to furnish equipment and materials to install water main and service main extensions consistent with the

Utility Extension Plan. A copy of the proposal from DMSI is attached hereto as **Exhibit "C"** and incorporated herein. The CITY has entered into an agreement to pay DMSI the total proposal costs of fifty-four thousand four hundred ninety-nine dollars and sixty-four cents (\$54,499.64) within thirty (30) days of receipt of invoice, consistent with the proposal. The CITY agrees to be responsible for the portion of the cost associated with the installation of the fire hydrant assembly of twelve thousand five hundred forty-four dollars and thirty-three cents (\$12,544.33).

B. The CITY agrees to take all reasonably necessary actions to have work shown on Exhibit "B" completed by no later than October 1, 2020; however, the date of actual completion shall not affect the terms of this Contract. Time is of the essence with regards to this provision as the CITY intends to commence its renovations promptly thereafter.

C. The CITY agrees to provide the design and engineering necessary for the extension of the utility infrastructure in accordance with the Utility Extension Plan. The CITY agrees to be responsible for all costs of the fire hydrant assembly as set forth in Exhibits "B" & "C."

SECTION 4 - OBLIGATIONS OF COMPANY.

A. COMPANY agrees to reimburse the CITY forty-one thousand nine hundred and fifty-five dollars and thirty-one cents (\$41,955.31), within thirty (30) days of receipt of a final invoice from the CITY, consistent with DMSI's proposal. If the amount of the proposal is to be increased for any reason, the CITY will notify COMPANY prior to agreeing to any increased amounts. Unless there is an emergency, COMPANY will be given 48 hours to consent to the increased amount. COMPANY's consent to the increased amount shall not be unreasonably withheld. If COMPANY does not respond to the CITY within 48 hours, COMPANY will be deemed to have consented to the increased amount. The CITY will include the increased amount in the final invoice and COMPANY agrees to reimburse the CITY for the increased amount as a part of the payment of the final invoice.

B. COMPANY further agrees to grant the CITY any reasonably necessary easements and/or right of way dedications for the CITY's newly installed infrastructure at the Site as shown on Exhibit "B" and consistent with the approval of COMPANY's Project as approved by the CITY. COMPANY shall be responsible for preparing all easement/right of way related documentation for the CITY's review and execution.

C. COMPANY also agrees to execute any other reasonably necessary documents required by the CITY in order for the CITY to satisfy its obligations.

SECTION 5 - TERM AND TERMINATION.

A. The Term of this Contract shall be effective upon its approval by the CITY and shall continue in full force and effect until all obligations of the parties have been satisfied and the CITY certifies the utility improvements as complete, unless otherwise terminated as provided herein. The parties may amend this Contract upon written, mutual agreement. The City

Manager has the authority on behalf of the CITY to make adjustments to the contract up to ten 10% of the contract amount.

B. This Contract may be terminated by either party upon thirty (30) days prior written notice to the other party in the event of a failure by either party to perform in accordance with the terms of this Contract (breach), provided the breaching party fails to cure the same within that thirty (30) day period. In the case of termination, the COMPANY shall be required to pay for all work performed and materials delivered prior to and up to the date of termination.

C. In the event work has not commenced on the Site within three hundred sixty five (365) days from the execution of this Contract, this Contract shall automatically terminate and be of no further force and effect, relieving both parties of any obligations hereunder.

SECTION 6 - SUB-CONTRACTORS. The CITY reserves the right to utilize its consultants, subcontractors, agents or representatives in satisfying its obligations hereunder.

SECTION 7 - SUCCESSORS AND ASSIGNS. The CITY and COMPANY each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as otherwise stated herein, neither the CITY nor COMPANY shall sell, assign, sublet, convey or transfer its interest in this Contract without the written consent of the other which consent shall not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and COMPANY.

SECTION 8 - LAW, VENUE AND REMEDIES. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. The parties mutually agree that in the event of litigation arising out of or related to this Contract, both parties voluntarily waive their rights, if any, to a jury trial. 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 9 - INDEPENDENT RELATIONSHIP. The relationship between the CITY and COMPANY is that of independent parties, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 10 - ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

SECTION 11 - SEVERABILITY. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 12 - NOTICE. All notices required in this Contract shall be given by hand delivery and delivered to the CITY as follows:

CITY OF LAKE WORTH BEACH
Attn: Water Utilities Director
301 College Street
Lake Worth Beach, FL 33460

and delivered to the COMPANY as follows:

1939 7TH AVENUE LLC
Attn: Brian W. Smith
6300 NE 1ST Avenue #102
Ft. Lauderdale, FL 33334

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 13 - ENTIRETY OF CONTRACTUAL AGREEMENT. The CITY and COMPANY agree that this Contract sets forth the entire agreement between the parties as it relates to the utility improvements only.

SECTION 14 - PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 15 - SURVIVABILITY. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

SECTION 16 - COMPLIANCE WITH CODES AND LAWS. Each party agrees to abide by all laws, orders, rules, regulations, ordinances and resolutions which relate to or affect the parties' obligations hereunder.

SECTION 17 - EXECUTION. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 18 - NO THIRD PARTY BENEFICIARIES. This Contract is intended only to benefit COMPANY and the CITY and there are no third party beneficiaries to this Contract.

IN WITNESS WHEREOF, the CITY and COMPANY hereto have made and executed this Cost Sharing Contract for Utility Improvements as of the day and year first above written.

CITY OF LAKE WORTH BEACH

By: _____
Pam Triolo, Mayor

ATTEST

Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney
/phr
for 8/24/20

1939 7TH AVE LLC

By: _____

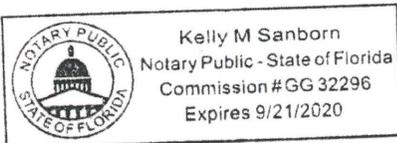
Print Name: Brian W. Smith
Chief Operating Officer

Title: _____

[Corporate Seal]

STATE OF Florida)
COUNTY OF Broward)

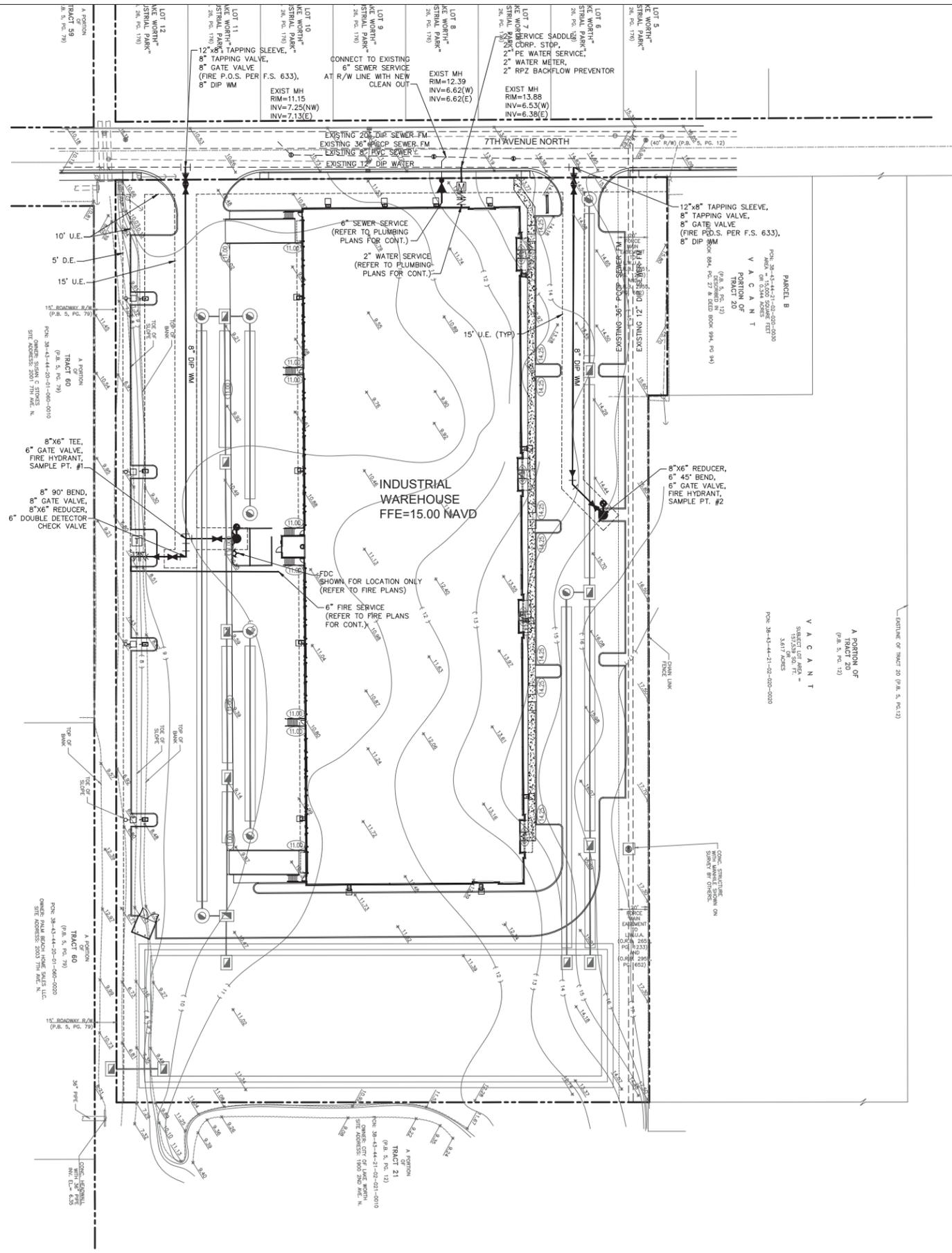
The foregoing instrument was acknowledged before me this 7th day of August, 2020, by Brian W. Smith, as Chief Operating Officer (title) of 1939 7TH Ave LLC, a Florida limited liability company, and who is personally known to me or who has produced the following: _____, as identification.



Kelly Sanborn
Notary Public

EXHIBIT "A"

SITE - 1 SHEET



WATER AND SEWER NOTES:

1. CONTRACTOR SHALL PROVIDE FITTINGS (WYES, TEE, REDUCERS, ETC.) AS REQUIRED TO FURNISH A COMPLETE WORKING SYSTEM BASED ON THE LAYOUT SHOWN ON THESE PLANS.
2. SITE UTILITY CONTRACTOR SHALL COORDINATE WITH THE BUILDING PLUMBING CONTRACTOR FOR EXACT LOCATION OF CONNECTION POINTS BETWEEN THE BUILDING AND SITE WATER, SEWER AND DRAINAGE LINES (VERTICALLY AND HORIZONTALLY).
3. PRESSURE TESTING AND CERTIFICATION SHALL FOLLOW FD0H-BC, CITY OF FT. LAUDERDALE PUBLIC WORKS DEPARTMENT, AND FLYNN ENGINEERING SERVICES REQUIREMENTS.
4. ALL SANITARY SEWER LATERALS/ MAINS SHALL CROSS UNDER WATER MAIN WITH A MINIMUM OF 6" SEPARATION.
5. CLEANOUTS AND MANHOLES ON SANITARY LINES ARE TO BE ADJUSTED TO BE FLUSH WITH FINISHED GRADE.
6. CONTRACTOR TO FIELD VERIFY ACTUAL LOCATION OF EXISTING WATER, SEWER, & DRAINAGE UTILITIES ON 7 AVENUE NORTH AND COORDINATE ANY REQUIRED CHANGES TO THIS PLAN WITH ENGINEER PRIOR TO STARTING INSTALLATION.



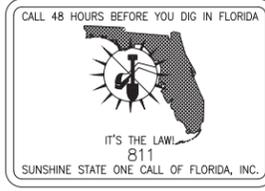
Revisions

No.	Description

Phase:
 SITE PLAN
 DOCUMENTS

SEAL

Scale:	Date
1"=40'	06/24/19
Job No.	Plot Date
19-1519.00	11/05/19
Drawn by	Sheet No.
DRS	C3B
Proj. Mgr.	
DRS	
Appr. by	6 of 6
DRS	

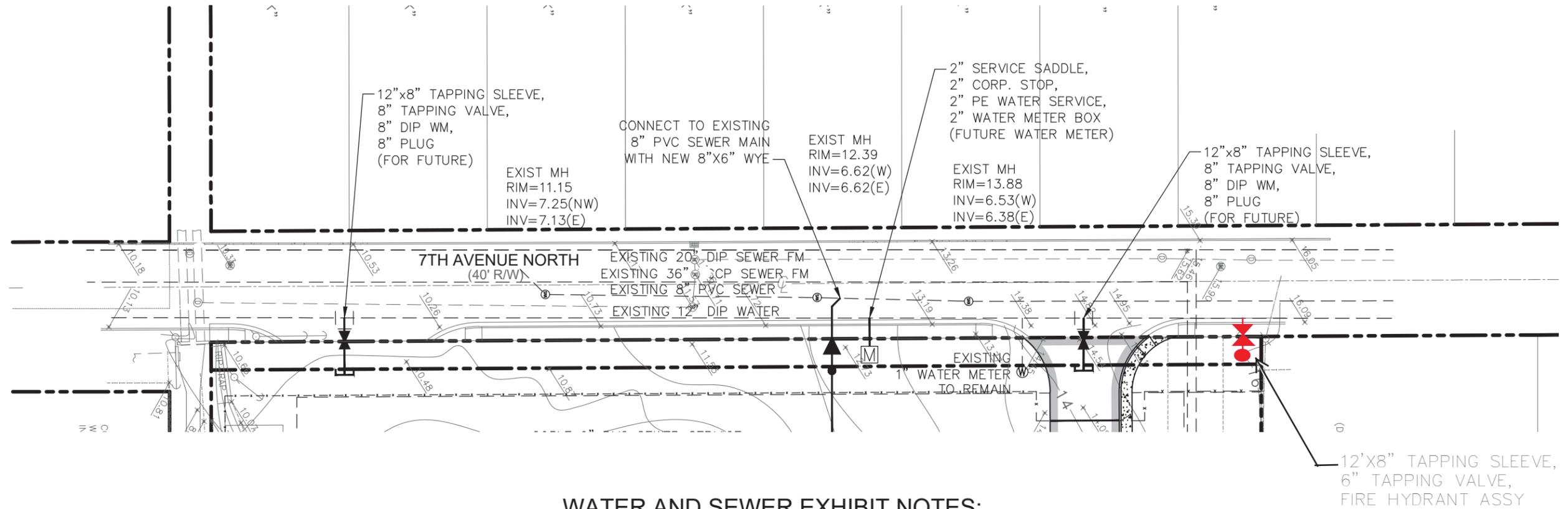


LEGEND:

(E)	PROPOSED ELEVATION
(X)	EXISTING ELEVATION
(CB)	EXISTING CATCH BASIN
(P)	PROPOSED PLUG
(T)	TEE
(M)	WATER METER
(DCV)	DOUBLE DETECTOR CHECK W/ WATER CHECK VALVE ON DOWNSREAM SIDE
(RPP)	REDUCE PRESSURE BACKFLOW PREVENTOR
(M)	DIRECTIONAL FLOW ARROW AND GRAVITY SEWER
(J)	PROPOSED JUNCTION BOX (MANHOLE)
(W)	WATER MAIN
(S)	SANITARY FORCE MAIN
(V)	VALVE
(FH)	FIRE HYDRANT
(SC)	SHAMESE CONNECTION
(C)	CLEANOUT
(E)	EDGE OF PROPOSED PAVEMENT (ASPHALT)
(D)	DIRECTION OF SURFACE DRAINAGE
(S)	SAMPLE POINT
(W)	EXIST. WATER MAIN
(S)	EXIST. UTILITY LINE TO BE REMOVED

EXHIBIT "B"

UTILITY EXTENSION PLAN – 1 SHEET



WATER AND SEWER EXHIBIT NOTES:

DEVELOPERS RESPONSIBILITIES:

1. DEVELOPER TO REIMBURSE THE CITY THE COST TO INSTALL ITEMS 1, 2 AND 3

CITIES RESPONSIBILITIES:

1. CONSTRUCT TWO (2') 8" WATER STUB-OUTS TO THE SITE FOR FUTURE USE.
2. CONSTRUCT ONE (1) 2" WATER SERVICE AND INSTALL EMPTY METER BOX FOR FUTURE WATER METER.
3. CONSTRUCT ONE (1) 6" SEWWER SERVICE TO THE SITE
4. CONSTRUCT ONE (1) FIRE HYDRANT TO SERVE SITE AND SURROUNDING PROPERTIES



Revisions

No.	Description	Date

Phase:
 PERMITTING
 DOCUMENTS

SEAL

Scale: NTS	Date 06/24/19
Job No. 19-1519.00	Plot Date 01/28/20
Drawn by DRS	Sheet No. C1
Proj. Mgr. DRS	Appr. by DRS
	1 of 2

EXHIBIT "C"

DAVID MANCINI AND SON'S INC PROPOSAL

EXHIBIT C

REQUEST FOR PROPOSAL # 2



2601 Wiles Rd Pompano Beach Florida 33073
 PH: (954) 977-3556 FAX: (954) 944-2040

PROJECT #: PARK OF COMMERCE PHASE IB
 CONTRACTOR: David Mancini & Sons, Inc. (DMSI)
 Date: 5/22/2020

Description: RE: Furnishing and installing 2-12x8 and 1-12x6 Water Main stub outs for the future, 1-12x2 Service Tap and meter box, 1- Fire Hydrant assembly, 1-8" Sanitary sewer connection and clean out up to the R/O/W line, temporary restoration & As-Builts.
 Location: 7TH Avenue N at 1939 7th Ave N

SUMMARY OF DIRECT COSTS

CONTRACT ITEMS					
ITEM	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL
W-8	Furnish Utility Crew & Equipment (10 Hours per each 8X2 tap + stub out, 8 hour per tap and FH Assy, 16 hour per sanitary sewer connection and 4 hours for 8x2 tap + service)	HR	48.00	687.00	\$ 32,976.00
SUBTOTAL					32,976.00

Water Utility to pay for the cost of the Fire Hydrant Assembly: Total Labor Cost FH Assy (5,496.00)

MATERIAL COSTS	
SUBTOTAL MATERIAL (Breakdown attached)	14,712.00
TAX 7%	1,029.84
MATERIAL MARKUP (15%) PER GC 11.04.C	2,206.80
TOTAL MATERIAL	17,948.64

Water Utility to pay for the cost of tax, mark-up and material cost of Fire Hydrant assy (6,498.33)

SUBCONTRACTORS					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
	2 INCH TAP	EA	1	\$ 300.00	\$ 300.00
	6 INCH TAP	EA	1	\$ 500.00	\$ 500.00
	8 INCH TAP	EA	2	\$ 600.00	\$ 1,200.00
	Survey & As-Built	LS	1	\$ 800.00	\$ 800.00
	ADD MOT	LS	1	\$ 450.00	\$ 450.00

SUBTOTAL SUBCONTRACTORS 3,250.00

SUBCONTRACTORS MARKUP (10%) PER GC 11.04.C 325.00

TOTAL SUBCONTRACTORS 3,575.00

Water Utility to pay for the cost of 6-inch tap and mark up for tap (550.00)

TOTAL CONTRACT ITEMS + MATERIALS + SUBCONTRACTORS	54,499.64
TOTAL OF WATER UTILITIES COST FOR FH ASSY	(12,544.33)
TOTAL DEVELOPER'S COST PER UTILITY AGREEMENT	\$41,955.31

SUMMARY OF TIME IMPACT (REQUEST FOR ADDITIONAL TIME)

#	Description	Unit	QTY
	Procurement of Materials	DAY	5.00
	Scheduling Subcontractor	DAY	2.00
	Work	DAY	6.00
SUBTOTAL			13.00

TIME ADDED TO CONTRACT	Working Days	13.00
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MATERIAL COSTS

Material Description	QTY	Unit	Unit Cost	Total Cost
ITEM F-12: 12X6 TAPN SLV & VLV				
12X6 H615 MJ TAP SLV BLK F/DI	1.00	EA	\$ 2,300.00	\$ 2,300.00
6 F6114 MJ RW TAP VLV OL L/ACC	1.00	EA	\$ 675.00	\$ 675.00
6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE BLACK	1.00	EA	\$ 23.00	\$ 23.00
6X1/8 FLG FF NEOPRENE GASKET	1.00	EA	\$ 3.50	\$ 3.50
6 MJ REGULAR ACC SET L/GLAND	1.00	EA	\$ 13.00	\$ 13.00
461-S VALVE BOX IMPORT	1.00	EA	\$ 92.00	\$ 92.00
5-1/4 VLV BOX LID M/WATER	1.00	EA	\$ 17.00	\$ 17.00
BRZ DISC F/6" VLV (VLV MARKER)	1.00	EA	\$ 13.00	\$ 13.00
ROADWAY TRACER BOX BLUE WATER PART# RB14BTP	1.00	EA	\$ 65.00	\$ 65.00
				\$ -
ITEM 73: 12X8 TAP ASSEMBLY				
12X8 H615 MJ TAP SLV BLK F/DI	2.00	EA	\$ 2,465.00	\$ 4,930.00
8 T2361-19 MJ RW TAP VLV OL ON	2.00	EA	\$ 1,063.00	\$ 2,126.00
8X1/8 FLG FF NEOPRENE GASKET	2.00	EA	\$ 6.00	\$ 12.00
8 MJ REGULAR ACC SET L/GLAND	2.00	EA	\$ 14.00	\$ 28.00
8 MJ PLUG C153 IMP	2.00	EA	\$ 55.00	\$ 110.00
461-S VALVE BOX IMPORT	2.00	EA	\$ 75.00	\$ 150.00
5-1/4 VLV BOX LID M/WATER	2.00	EA	\$ 20.00	\$ 40.00
BRZ DISC F/8" VLV (VLV MARKER)	2.00	EA	\$ 15.00	\$ 30.00
ROADWAY TRACER BOX BLUE WATER PART# RB14BTP	2.00	EA	\$ 65.00	\$ 130.00
				\$ -
ITEM 7-16: FH ASSEMBY GV & TEE				
6 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	-	EA	\$ 475.00	\$ -
6 EBAA MEGALUG C900&IPS 2006PV RED	-	EA	\$ 28.00	\$ -
6 MJ REGULAR ACC SET L/GLAND	-	EA	\$ 13.00	\$ -
461-S VALVE BOX IMPORT	-	EA	\$ 92.00	\$ -
5-1/4 VLV BOX LID M/WATER	-	EA	\$ 17.00	\$ -
ROADWAY TRACER BOX BLUE WATER PART# RB14BTP	-	EA	\$ 65.00	\$ -
BRZ DISC F/6" VLV (VLV MARKER)	-	EA	\$ 13.00	\$ -
5-1/4VO MED HYD 4"B 6MJ YELLOW	1.00	EA	\$ 1,700.00	\$ 1,700.00
6 EBAA MEGALUG C900&IPS 2006PV RED	1.00	EA	\$ 28.00	\$ 28.00
6 MJ REGULAR ACC SET L/GLAND	1.00	EA	\$ 13.00	\$ 13.00
3/4 HOT DIP GALV ALL THRD ROD PV35797	12.00	FT	\$ 2.75	\$ 33.00
3/4 HOT DIPPED GALV FLAT WASHE	8.00	EA	\$ 0.50	\$ 4.00
3/4 HEAVY HEX NUT HD GALV	8.00	EA	\$ 0.50	\$ 4.00
2-W 1-C #DB BLUE REFLEC MARKER	1.00	EA	\$ 3.00	\$ 3.00
6 TJ CL50 PR350 DI PIPE	20.00	FT	\$ 17.00	\$ 340.00
				\$ -
ITEM 79: 2" SNGL WTR SRVC & BOX				
404-1320-15CC 12X2CC SADDLE	1.00	EA	\$ 138.00	\$ 138.00
FB1000-7NL 2 BALL CORP STOP CXPJ CTS NO LEAD	1.00	EA	\$ 243.00	\$ 243.00
#55 2 SS INSERT F/CTS PE	2.00	EA	\$ 3.00	\$ 6.00
2X100' BLUE PE TUBING CTS 200 PSI	50.00	FT	\$ 2.00	\$ 100.00
4 SCH40 PVC PIPE SWB 20'	20.00	FT	\$ 2.00	\$ 40.00
COPPERHEAD 1245B-EHS-500 #12	100.00	FT	\$ 0.25	\$ 25.00
BFA43-777WNL 2" ANG BALL METER BALL METER VALVE PJCTSXMF LOW LEAD	1.00	EA	\$ 329.00	\$ 329.00
66 METER BOX BODY ONLY	1.00	EA	\$ 99.00	\$ 99.00
B36 LID 30-1/2X17-1/2 M/WATER	1.00	EA	\$ 71.00	\$ 71.00
				\$ -
CUT-IN 8X6" LATERAL				
8 PVC SDR26 HW SWR PIPE (G) 14'	14.00	FT	\$ 4.75	\$ 66.50
1002-88RC 8 CLAYXCI/PVC CPLG STRONGBACK	2.00	EA	\$ 75.00	\$ 150.00
8X6 HW SWR SDR26 T-WYE GXG	1.00	EA	\$ 63.00	\$ 63.00
6X14' SDR26 HW PVC SWR PIPE G	28.00	FT	\$ 3.00	\$ 84.00
				\$ -
CLEAN-OUT ASSEMBLIES				
6 SDR35 CLEANOUT ADPT HXF L/PL	1.00	EA	\$ 14.00	\$ 14.00
6 BRASS CO PLUG W/CNTR SUNK	1.00	EA	\$ 18.00	\$ 18.00
7621 REV. HANDHOLE R&C M/SEWER	1.00	EA	\$ 43.00	\$ 43.00
				\$ -
COLD ASPHALT FOR TEMPORARY RESTORATION	4.00	TON	\$ 85.00	\$ 340.00
				\$ 14,712.00



Bid Proposal for LAKE WORTH CONTRACTORS STORAGE POC

CUSTOMER

All Bidders

Job

LAKE WORTH CONTRACTORS STORAGE POC
Bid Date: 05/15/2020
Bid #: 1344336

CONTACT

Sales Representative

Michael Clark
(M) 954-275-4547
(T) 954-772-7343
(F) 954-772-0443
Mick.Clark@coreandmain.com

Core & Main

4310 NW 10th Ave
Oakland Park, FL 33309
(T) 954-772-7343

NOTES



Bid Proposal for LAKE WORTH CONTRACTORS STORAGE POC

All Bidders

Bid Date: 05/15/2020

Core & Main 1344336

Core & Main

4310 NW 10th Ave

Oakland Park, FL 33309

Phone: 954-772-7343

Fax: 954-772-0443

Seq#	Qty	Description	Units	Price	Ext Price
10		ITEM F-12: 12X6 TAPN SLV & VLV			
20	1	12X6 H615 MJ TAP SLV BLK F/DI 1206H615 OD 13.20	EA	2,300.00	2,300.00
30	1	6 F6114 MJ RW TAP VLV OL L/ACC	EA	675.00	675.00
40	1	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE BLACK	EA	23.00	23.00
50	1	6X1/8 FLG FF NEOPRENE GASKET	EA	3.50	3.50
60	1	6 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	13.00	13.00
70	1	461-S VALVE BOX IMPORT	EA	92.00	92.00
80	1	5-1/4 VLV BOX LID M/WATER	EA	17.00	17.00
90	1	BRZ DISC F/6" VLV (VLV MARKER)	EA	13.00	13.00
100	1	ROADWAY TRACER BOX BLUE WATER PART# RB14BTP	EA	65.00	65.00
SUBTOTAL					3,201.50
Average price per			EA	3,201.50	
120		ITEM 73: 12X8 TAP ASSEMBLY			
130	2	12X8 H615 MJ TAP SLV BLK F/DI 1208H615 OD 13.20	EA	2,465.00	4,930.00
140	2	8 T2361-19 MJ RW TAP VLV OL ON	EA	1,063.00	2,126.00
150	2	8X1/8 FLG FF NEOPRENE GASKET	EA	6.00	12.00
160	2	8 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	14.00	28.00
170	2	8 MJ PLUG C153 IMP	EA	55.00	110.00
180	2	461-S VALVE BOX IMPORT	EA	75.00	150.00
190	2	5-1/4 VLV BOX LID M/WATER	EA	20.00	40.00
200	2	BRZ DISC F/8" VLV (VLV MARKER)	EA	15.00	30.00
210	2	ROADWAY TRACER BOX BLUE WATER PART# RB14BTP	EA	65.00	130.00
END PACKAGE					7,556.00
Average price per			EA	3,778.00	
230		ITEM 7-16: FH ASSEMBY GV & TEE			
240	1	6 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	475.00	475.00
250	2	6 EBAA MEGALUG C900&IPS 2006PV RED	EA	28.00	56.00
260	2	6 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	13.00	26.00
270	1	461-S VALVE BOX IMPORT	EA	92.00	92.00
280	1	5-1/4 VLV BOX LID M/WATER	EA	17.00	17.00
290	1	ROADWAY TRACER BOX BLUE WATER PART# RB14BTP	EA	65.00	65.00
300	1	BRZ DISC F/6" VLV (VLV MARKER)	EA	13.00	13.00
320	1	5-1/4VO MED HYD 4"B 6MJ YELLOW L/A	EA	1,700.00	1,700.00
330	1	6 EBAA MEGALUG C900&IPS 2006PV RED	EA	28.00	28.00
340	1	6 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	13.00	13.00
350	12	3/4 HOT DIP GALV ALL THRD ROD PV35797	FT	2.75	33.00
360	8	3/4 HOT DIPPED GALV FLAT WASHE	EA	0.50	4.00
370	8	3/4 HEAVY HEX NUT HD GALV	EA	0.50	4.00
380	1	2-W 1-C #DB BLUE REFLEC MARKER	EA	3.00	3.00
400	20	6 TJ CL50 PR350 DI PIPE	FT	17.00	340.00
SUBTOTAL					2,869.00
420		ITEM 79: 2" SNGL WTR SRVC & BOX			
430	1	404-1320-15CC 12X2CC SADDLE	EA	138.00	138.00
440	1	FB1000-7NL 2 BALL CORP STOP CCXPJ CTS NO LEAD	EA	243.00	243.00
450	2	#55 2 SS INSERT F/CTS PE	EA	3.00	6.00



Bid Proposal for LAKE WORTH CONTRACTORS STORAGE POC

Bid #: 1344336

Seq#	Qty	Description	Units	Price	Ext Price
460	100	2X100' BLUE PE TUBING CTS 200 PSI	FT	2.00	200.00
470	40	4 SCH40 PVC PIPE SWB 20'	FT	2.00	80.00
480	100	COPPERHEAD 1245B-EHS-500 #12	FT	0.25	25.00
490	1	BFA43-777WNL 2" ANG BALL METER BALL METER VALVE PICTSXMFL LOW LEAD	EA	329.00	329.00
500	1	66 METER BOX BODY ONLY	EA	99.00	99.00
510	1	B36 LID 30-1/2X17-1/2 M/WATER	EA	71.00	71.00
SUBTOTAL					1,191.00
CUT-IN 8X6" LATERAL					
530					
540	14	8 PVC SDR26 HW SWR PIPE (G) 14'	FT	4.75	66.50
550	2	1002-88RC 8 CLAYXCI/PVC CPLG STRONGBACK	EA	75.00	150.00
560	1	8X6 HW SWR SDR26 T-WYE GXG	EA	63.00	63.00
570	210	6X14' SDR26 HW PVC SWR PIPE G	FT	3.00	630.00
580	1	6 HW SWR SDR26 45 GXG	EA	25.00	25.00
590	1	6X6 HW SWR SDR26 WYE GXG	EA	45.00	45.00
600	1	1002-66RC 6 CLAYXCI/PVC CPLG STRONGBACK	EA	55.00	55.00
CLEAN-OUT ASSEMBLIES					
620					
630	2	6X6 HW SWR SDR26 T-WYE GXG	EA	61.00	122.00
640	2	6 HW SWR SDR26 45 GXSP	EA	19.00	38.00
650	14	6X14' SDR26 HW PVC SWR PIPE G	FT	3.00	42.00
660	3	6 SDR35 CLEANOUT ADPT HXF L/PL	EA	14.00	42.00
670	3	6 BRASS CO PLUG W/CNTR SUNK	EA	18.00	54.00
680	3	7621 REV. HANDHOLE R&C M/SEWER	EA	43.00	129.00
END PACKAGE					1,461.50
Sub Total					16,279.00
Tax					1,139.53
Total					17,418.53

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 1, 2020

DEPARTMENT: City Manager

TITLE:

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

SUMMARY:

The Agreement authorizes the NLC to conduct professional services through the REAL program to help identify racial disparities and effectively challenge and address issues through policy and practice. The series of workshops and engagement will take place September 15, 2020 through June 15, 2021 for the amount of \$21,780.

BACKGROUND AND JUSTIFICATION:

At the June 24th Commission meeting, the NLC's REAL Executive Director, Leon T. Andrews, Jr., and Program Director, Rita Soler Ossolinski presented the program outline and answered questions about how they could work with the City. The REAL program was developed in the wake of the 2014 unrest in Ferguson, Missouri, to strengthen local leaders' knowledge and capacity to eliminate racial disparities, heal racial divisions and build more equitable communities. REAL offers tools and resources designed to help local elected leaders build safe places where people from all racial, ethnic and cultural backgrounds thrive socially, economically, academically and physically.

MOTION:

Move to approve/disapprove the Agreement with the NLC REAL Program in an amount of \$21,780.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
NLC REAL documents

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **City of Lake Worth Beach** (the “City”), through its duly authorized City Manager, and **National League of Cities** (“Consultant”). City and Consultant are each individually referred to herein as a “party” and collectively referred to as the “parties.” The term “Consultant” shall include the Consultant, its officers, agents, employees, representatives, contractors or subcontractors. The term “City” shall include its officers, employees, agents, and representatives.

CONTRACT DOCUMENTS:

The Contract documents shall include the following:

1. This Agreement for Professional Services
2. Exhibit A – Scope of Work plus any Amendments to the Scope of Work
3. Exhibit B – Payment Schedule
4. Exhibit C – Signature Verification Form

Exhibits A, B and C, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B or C and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

1. SCOPE OF SERVICES.

Consultant hereby agrees, with good faith and due diligence, to provide the City with professional services described in the Scope of Work, which is attached hereto as **Exhibit “A”** and incorporated herein for all purposes, and further referred to herein as the “Services.” Consultant shall perform the Services in accordance with standards in the industry for the same or similar services. In addition, Consultant shall perform the Services in accordance with all applicable federal, state, and local laws, rules, and regulations.

2. TERM.

This Agreement shall commence on [September 15, 2020], (“Effective Date”) and shall expire no later than [June 15, 2021] (“Expiration Date”), unless terminated earlier in accordance with the provisions of this Agreement or otherwise extended in writing by the parties.

3. COMPENSATION.

3.1 The City shall pay Consultant an amount **not to exceed \$21,780.00** in accordance with the provisions of this Agreement and **Exhibit "B,"** Payment Schedule, which is attached hereto and incorporated herein for all purposes. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first approves such expenses in writing.

3.2 The Consultant shall submit an itemized invoice to the City consistent with the Payment Schedule (Exhibit "B") for the Services under this Agreement. The Consultant shall be paid by the City within thirty (30) days of receipt of an approved invoice. If the City disputes any invoice or part of an invoice, City shall notify the Consultant within a reasonable time after receipt of the invoice. The City reserves the right to off-set, reduce or withhold any payment to the Consultant until the dispute is resolved.

4. TERMINATION.

4.1. Written Notice.

Either the City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Breach.

If either party commits a material breach of this Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach ten (10) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed to by the parties. If the breaching party fails to cure the breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, immediately terminate this Agreement by giving written notice to the breaching party.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for Services actually rendered up to the effective date of termination and Consultant shall continue to provide the City with Services requested by the City and in accordance with this Agreement up to the effective date of termination (unless otherwise

agreed by the Parties). Upon termination of this Agreement for any reason, Consultant shall provide the City with copies of all completed or partially completed documents prepared under this Agreement. In the event Consultant has received access to City information or data as a requirement to perform Services hereunder, Consultant shall return all City provided data to the City in a machine readable format or other format deemed acceptable to the City.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

5.1 Disclosure of Conflicts.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's Services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing.

5.2 Confidential Information.

The City acknowledges that Consultant may use products, materials, or methodologies proprietary to Consultant. The City agrees that Consultant's provision of Services under this Agreement shall not be grounds for the City to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Consultant, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Consultant involving transactions relating to this Agreement at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant not less than 10 days written notice of any intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder (if applicable and approved by the City) a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books,

documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor not less than 10 days written notice of any intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant. It is further understood that the City shall in no way be considered a Co-employer or a Joint employer of Consultant or any officers, agents, servants, employees or subcontractors of Consultant. Neither Consultant, nor any officers, agents, servants, employees or subcontractors of Consultant shall be entitled to any employment benefits from the City. Consultant shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

8. LIABILITY, INDEMNIFICATION, AND INSURANCE

8.1 Liability

Consultant shall be liable and responsible for any and all property loss, property damage and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, to the extent caused by the negligent act(s) or omission(s), malfeasance or intentional misconduct of consultant, its officers, agents, servants or employees.

8.2 General Indemnification

Consultant hereby covenants and agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any and all claims or lawsuits of any kind or character, whether real or asserted, for either property damage or loss (including alleged damage or loss to Consultant's business, and any resulting lost profits) personal injury, including death, to any and all persons, and damages for claims of intellectual property

infringement, arising out of or in connection with this Agreement, to the extent caused by the acts or omissions of consultant, its officers, agents, subcontractors, servants or employees.

8.3 Intellectual Property Indemnification

Consultant agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trademark, trade secret, or similar property right arising from City's use of documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay shall not apply if City modifies or misuses the documentation. So long as Consultant bears the cost and expense of payment for claims or actions against City pursuant to this section, Consultant shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Consultant in doing so.

In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Consultant shall fully participate and cooperate with City in defense of such claim or action. City agrees to give Consultant timely written notice of any such claim or action, with copies of all papers City may receive relating thereto.

Notwithstanding the foregoing, City's assumption of payment of costs or expenses shall not eliminate Consultant's duty to indemnify City under this Agreement. If the documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Consultant shall, at its own expense and as City's sole remedy, either:

- (a) procure for City the right to continue to use the documentation; or
- (b) modify the documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the documentation; or
- (c) replace the documentation with equally suitable, compatible, and functionally equivalent non-infringing documentation at no additional charge to City; or
- (d) if none of the foregoing alternatives is reasonably available to Consultant, terminate this Agreement, and refund all amounts paid to Consultant by City, subsequent to which termination City may seek any and all remedies available to City under law.

8.4 INSURANCE.

The Consultant shall maintain, during the term of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the Consultant from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any Services provided under this Agreement, whether such Services are by the Consultant or any or by anyone directly employed by or contracting with the Consultant. If any Services are to be provided at the City's facilities (i.e., not virtually), the Consultant shall name the City as an "additional insured" on its commercial general liability, including contractual liability insurance, on a primary, non-contributing basis. If the Consultant utilizes any subcontractors, each subcontractor is required to maintain the same level and type of insurance as the Consultant.

9. ASSIGNMENT AND SUBCONTRACTING.

9.1 Assignment.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the effective date of the assignment.

9.2 Subcontract.

If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees that in the performance of its obligations hereunder, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

11. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant’s Services, duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

12. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by overnight, national carrier, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p>To CITY:</p> <p>City of Lake Worth Beach Michael Bornstein City Manager 7 North Dixie Highway Lake Worth Beach, FL 33460</p>	<p>To CONSULTANT:</p> <p>Leon Andrews Director, Race, Equity And Leadership (REAL) National League of Cities 660 North Capitol Street, NW Suite 450 Washington, DC 20001</p>
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13. SOLICITATION OF EMPLOYEES.

Neither City nor Consultant shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person’s employer. Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

14. Governmental Powers.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or rights to sovereign immunity.

15. No Waiver.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. Governing Law and Venue.

This Agreement shall be construed in accordance with the laws of the State of Florida. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Palm Beach County, Florida.

17. Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. Force Majeure.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. Headings Not Controlling.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. Review of Counsel.

The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. Amendments/Modifications/Extensions.

No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless such amendment is set forth in a written instrument, and duly executed by an authorized representative of each party.

22. Entirety of Agreement.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

23. Warranty of Services.

Consultant warrants that its Services will be of a professional quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the Services are completed. In such event, at Consultant's option, Consultant shall either (a) use commercially reasonable efforts to re-perform the Services in a manner that conforms with the warranty, or (b) refund the fees paid by the City to Consultant for the nonconforming Services.

26. Ownership of Work Product.

City shall be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation, created, published, displayed, and/or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City shall be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product shall inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Consultant hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

27. Signature Authority.

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement, and any amendment(s) hereto, may be executed by any authorized representative of Consultant whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as **Exhibit "C"** and incorporate herein by reference. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

28. Survival of Provisions.

The parties' duties and obligations pursuant to Section 4.4 (Duties and Obligations), 5 (Disclosure of Conflicts and Confidential Information), Section 6 (Right to Audit), and Section 8 (Liability and Indemnification) shall survive termination or expiration of this Agreement.

29. Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each party may sign this Agreement digitally.

30. Waiver of Trial by Jury.

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.

31. Public Entity Crimes.

The 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.

32. Palm Beach County Inspector General.

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.

33. Public Records.

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

- (a) Keep and maintain public records required by the City to perform the services under this Agreement.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Consultant does not transfer the records to the City.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. 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, 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, DANDREA@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

34. Scrutinized Companies.

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.

(signature page follows)

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

ACCEPTED AND AGREED:

<p>CITY OF LAKE WORTH BEACH:</p> <p>By: _____ Michael Bornstein City Manager City of Lake Worth Beach 7 North Dixie Highway Lake Worth Beach, FL 33460</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Deborah M. Andrea, City Clerk</p> <p>Approved as to form and legal sufficiency: By: _____ Glen J. Torcivia, City Attorney</p> <p>Approved as to financial sufficiency:</p> <p>By: _____ Bruce T. Miller, Financial Services Director</p>	<p>CONSULTANT:</p> <p>By: _____  Seantae Byers Title: Senior Executive and Director, Member and Partner Engagement National League of Cities</p> <p>Date: <u>8/25/2020</u></p> <p>ATTEST:</p> <p>By: _____</p> <p>Title: _____</p>
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Exhibit A – Scope of Work

Background

REAL's mission is to strengthen local government leaders' knowledge and capacity to eliminate racial disparities, heal racial divisions, and build more equitable communities. REAL does this through several intervention channels and support systems with the understanding that local government leaders may not know where or how to start. REAL has three strategic areas to support cities:

1. Provide **Training & Technical Assistance** that builds the capacity of local government leaders to identify racial disparities and effectively challenge and address issues through policy and practice.
2. Offer **Network Building** opportunities that promote peer-to-peer learning and showcase local government leaders who are advancing efforts through REAL.
3. Establish a **Field of Practice** that leverages new and existing partnerships, and shares knowledge and resources across cities that promote innovative solutions to racial equity challenges in local government.

All of our workshops include:

- **Interactive and experiential components.** Adult learning styles vary. We use varied forms (including exercises and small group discussions) to share information to ensure learning objectives are met.
- **Explicit conversation and facilitation to illuminate the connection between individual, institutional, and structural racism.** Our training methodology allows participants to make connections between individual experiences and the broader societal and structural ways in which race is constructed. We focus on institutional and structural strategies, as those are most effective for leveraging change.
- **Strong, expert facilitation.** Conversations about race can sometimes be difficult. We have a team of expert facilitators who are prepared to lead and guide conversation and to re-design activities in the moment to ensure participants' time and experience is maximized.
- **Applying learning.** Racial equity concepts can, at times, be abstract. Our workshops focus on the application of learning in the work place. *Doing* is often the best teacher.

REAL recognizes the importance of responding to unique situations. Context matters. We tailor workshops and learning activities to best meet the needs of participants and organizations. All of our workshops are informed by:

- Context setting to understand how best to tailor content and exercises
- Background research to ensure content is relevant and focused on connections between institutional and structural change
- Interviews with a selection of participants to ensure design meets needs and expectations of participants

We understand that Lake Worth Beach is ready to move forward to integrate equity as a value that is put into action. Leadership and staff must **normalize** racial equity as a key value and have clear understanding and shared definitions, **operationalize** equity via new policies and by transforming the underlying culture of our organizations, and finally, **organize**, both internally and in partnership with other institutions and the community.

The elements, deliverables, and actions are based on our understanding of your desired direction for an initial scope of services, with specific attention to the leadership, staff, and elected officials. We are strong believers in co-design; if any of our proposed options is either more, or less extensive than your desired direction, we would welcome the opportunity to adjust our scope to meet the scale of your expectations. If you have any questions, please do not hesitate to contact me or Rita Soler Ossolinski at ossolinski@nlc.org.

SCOPE OF SERVICES

The REAL team brings a wealth of substantial relevant experience and expertise, including leadership engagement; implementation of a comprehensive racial equity process; analysis of city infrastructures for advancing racial equity; training; and access to racial equity and racial healing experts and resources.

We describe here the key contributions REAL will make to support the racial equity work in Lake Worth Beach.

Initial Consultation

NLC REAL will schedule a three-hour virtual meeting with Lake Worth Beach leadership team. The meeting will be an opportunity to review and clarify expectations for the city's commitment to advancing racial equity.

Design and Conduct Assessment

REAL offers a range of assessment opportunities for cities to establish an understanding of the context for action that is essential for building an effective institutional transformation strategy. While this proposal does not include any assessment options, REAL looks forward to exploring the value and possibility of assessment work in future phases.

Racial Equity Training

REAL offers a four-part training series on racial equity. For this proposal, REAL will design an initial training, referred to as REAL 101. The session will be subject to modification based on new learning or developments from conversations with the leadership team.

The overall training series is designed around four key objectives:

1. Understand promising practices in local government to advance racial equity
2. Develop a shared understanding and common definitions for advancing racial equity
3. Identify opportunities to use a racial equity tool and data to drive results
4. Build an internal infrastructure for racial equity that includes opportunities to partner with the community

REAL 101: Understanding Racial Equity in Local Government

This session provides an introductory overview for city leaders on the history of institutional and structural racism in America. This training will equip leaders with a shared language for racial equity, examine existing racial disparities in the city and its implication for advancing racial equity. REAL 101 introduces important concepts and tools for organizing and operationalizing racial equity.

***Key learning topics:** equity versus equality, implicit and explicit bias, individual and institutional bias, levels of racism, racial equity tools, disaggregating data, community engagement strategies*

Plan and Host a Community Conversation Series

The REAL team will engage city and community leaders in a series of healthy and authentic conversations on race and draw conclusions from these conversations in order to make appropriate recommendations to City Council.

The REAL team will design, develop and organize a replicable approach/model for engaging a catalytic segment of Lake Worth Beach neighbors to embody in attitude and action the identified culture traits that promote equity, inclusion, racial healing and relational trust.

Meetings will be organized to facilitate healthy community conversations by employing effective practices that cultivate both deep appreciation and understanding of the values of hospitality, respect, inclusion, justice and dignity and advancing equity in education, jobs, and economic development. This approach will also reflect intent for significant collaboration and appropriate integration or alignment with kindred initiatives in Lake Worth Beach and other existing community-driven efforts.

The Community Conversations will also incorporate opportunities for participants to review, understand and reflect on local disparities in human outcomes as measured by city data. In reviewing Lake Worth Beach's data disaggregated by race, participants will begin to understand trends and disparities in the city that have differential impacts by race. These conversations will also develop opportunities to engage with community members regarding their own understanding and insights of the data and the root causes of these disparities that will inform the data analysis efforts.

The number of hosting/convening organizations & structure of the series (1-2-3) of Community Conversations will be appropriately scaled to fit "capacity" and to ensure quality of process and outcomes, transparency and the optimal experience of all participants. A host organization is one who convenes the community conversations at their facility. A convening organization provides support, leadership for a community conversation convened at a public or more central facility.

Community conversations with community leaders:

Anticipated areas to include but not limited to are:

1. **Narrative Change**- examining how to create and distribute new narratives in communications, digital and social media, monuments and parks and in the way we communicate that can influence people's perspectives, perceptions and behaviors about and toward one another.

2. **Racial Healing and Relationship Building-** focusing on ways for all of us to heal from the wounds of the past, to build mutually respectful relationships across racial and ethnic lines that honor and value each person's humanity, and to build trusting intergenerational and diverse community relationships that better reflect our common humanity.
3. **Segregation/Separation-** examining and finding ways to address segregation, colonization and concentrated poverty in neighborhoods to ultimately ensure equitable access to health, education and jobs.
4. **Local Economy:** studying structured inequality and barriers to economic opportunities and recommending approaches that can create an equitable society.

Debrief on Capacity Building

Normalizing conversations about race includes developing and sharing a racial equity framework as well as operating with urgency and accountability. REAL will debrief with the leadership team and make recommendations for developing an Interdepartmental Racial Equity Team drawn from across all departments that will sustain the engagement and build leadership that can facilitate greater commitment to advancing racial equity throughout the jurisdiction. The training that REAL offers is more effective when it is balanced with technical assistance and the capacity building of the leadership team and the Interdepartmental Racial Equity Team that is created and responsible for ensuring the sustainability of the city's commitment to advancing racial equity.

Ongoing Racial Equity Consultation

In addition to the debrief and recommendations for establishing an Interdepartmental Racial Equity Team to sustain the racial equity work, REAL will offer consultation on ways to develop a shared analysis of how work within the city should proceed. There are four assessments that the Racial Equity Team can consider:

Survey of Staff.

Key to program design and implementation is the collection of data from a broad cross-section of jurisdiction employees to understand perspectives on racial equity, areas of momentum upon which new work can be built, and places where challenges need be addressed. REAL will work with Lake Worth Beach leadership and staff to review, refine, and customize any instruments (i.e., surveys) used in collecting data. The initial survey process is often foundational, allowing for bi-annual redelivery of the instrument to track progress over time.

Institutional Assessment.

As part of the training process, the city team is provided with an assessment continuum that can be used to chart the progress toward creating an equitable workplace. The continuum is employed during the training cycle.

Stakeholder Mapping.

REAL works closely with local community partners to assess, design, and develop an approach for engaging a catalytic segment of community leaders to embody in attitude and action the traits that promote racial equity and racial healing. The approach will reflect an intent for significant collaboration and appropriate

integration or alignment with kindred initiatives that may already exist in the school districts, faith institutions, business sector, or community organizations.

Data Governance.

An initial assessment will be provided that examines what data across agencies is collected and disaggregated by race and ethnicity. Analysis will be provided on the available disaggregated data to identify potential patterns disparities. Recommendations will also be offered for improvements to infrastructure and processes to support disaggregation of data by race and ethnicity, including potential framing questions for discussion with city department leaders.

In addition, REAL can identify opportunities for the Racial Equity Team to design a more robust training series that includes a “train the trainer” option. The summary of what the additional trainings and key learning topics could include is provided below.

REAL 201: Advancing Racial Equity in Local Government

This session will explore the implications and impacts of institutional and structural racism for the city. City leaders will spend a significant amount of time learning about how to use a racial equity tool as they explore structural changes to daily operations, budgeting, communications, community engagement and decision-making.

Key learning topics: *institutional and structural racism, racial equity tools, racial equity goals, community engagement strategies, head versus heart strategies, inside versus outside strategies, communication tools for talking about race*

- **Using a Racial Equity Tool** – Instruction and practice on how to use a racial equity toolkit within policy, program, and budget decision-making processes. Participants will gain skills by using the tool with their own lines of business that they would like to assess from a racial equity perspective.
- **Communicating for Racial Equity** – Communicating about race can sometimes be a challenge, but preparation and strategy make a big difference. This training provides tools for both interpersonal communication and communicating with the media and broader outside audiences.

REAL 301 & 302: Taking an Operational Approach to Advancing Racial Equity

This final two sessions will be an opportunity for city leaders to review the subject matter identified from the past session and current issues shared during the sessions. City leaders will learn and apply the racial equity tool to these priorities and determine an approach for advancing racial equity in the city that aligns with the taskforce and could include the development a racial equity plan.

Key learning topics: *Racial equity tools, racial equity goals, racial equity plan, case studies*

- **Developing a Racial Equity Action Plan** – Developing a Racial Equity Action Plan entails putting ideas and understanding into action, including building organizational infrastructure across the breadth (all functions) and depth (up and down hierarchy), using a Racial Equity Tool, and developing and implementing strategies.
- **Tools for Organizational Change** – This workshop provides hands-on exercises to discuss moving organizational change within government. Content is tailored to meet participants’ needs, and includes stakeholder analysis, power and politics, and tipping point theory.

COST PROPOSAL

The table below is a pricing framework. The package was priced and discounted because Lake Worth Beach is a member city of the National League of Cities. Below is an estimated budget for the proposed work.

	Annual cost
1. Initial Consultation. (Virtual meeting)	\$0
2. Training. One-day REAL 101 (6 hours; virtual training - 3 sessions)	\$11,500
3. Community Conversations. Facilitate a three-part community conversations virtual series.	\$7,500
4. Debrief on Capacity Building. Support of Core Team in Developing Racial Equity Action Plan.	\$1,500
5. Ongoing Consultation. 5 hours of technical assistance @\$300 per hour	\$1,500
Sub-total	\$22,000
Admin (10%)	\$2,200
Subtotal	\$24,200
NLC membership discount	\$2,420
Grand Total	\$21,780

Exhibit B – Payment Schedule

DELIVERABLE	COST
Initial Consultation	\$ 0
Training	\$11,500
Community Conversations	\$7,500
Debrief on Capacity Building	\$1,500
Ongoing Consultation	\$1,500
Sub-total	\$22,000
Admin (10%)	\$2,200
Sub-total	\$24,200
NLC membership discount	\$2,420
TOTAL	\$21,780.00
PAYMENT SCHEDULE	
Upon contract approval	\$10, 890.00
Upon contract completion	\$10,890.00
TOTAL	\$21,780.00

Exhibit C – Signature Verification Form

VERIFICATION OF SIGNATURE AUTHORITY

Consultant hereby agrees to provide City with independent audit basic financial statements, but also the fair presentation of the financial statements of individual funds.

Execution of this **Signature Verification Form** ("Form") hereby certifies that the following individuals and/or positions have the authority to legally bind Consultant and to execute any agreement, amendment or change order on behalf of Consultant. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of Consultant. City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with Consultant. Consultant will submit an updated Form within ten (10) business days if there are any changes to the signatory authority. City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by consultant.

1. Name: *Seantae Byers*
 Position: *Sr. Exec. Member & Partner Engagement*

[Handwritten Signature]

 Signature

2. Name:
 Position:

 Signature

3. Name:
 Position:

 Signature

Name:

 Signature of President / CEO

Other Title: _____

Date: _____

June 30, 2020

Michael Bornstein
City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460

Dear Mike,

The National League of Cities (NLC), through its Race, Equity And Leadership (REAL) department, was pleased to offer a presentation to the Lake Worth Beach City Commission on June 23. We will be pleased to support the city in the development and implementation of its racial and social equity goals.

NLC applauds Lake Worth Beach in its efforts to recognize the importance of balancing city leadership and community engagement to address systemic and structural inequities. Our experience suggests that improving the racial equity within systems and structures requires political will, a readiness among all participants to not do business as usual, and commitment from top local leaders, public agencies, civil society and the community.

We are excited to submit this scope of services for consideration based on the discussions we had with you last year and in response to your most recent guidance.

Background

REAL's mission is to strengthen local government leaders' knowledge and capacity to eliminate racial disparities, heal racial divisions, and build more equitable communities. REAL does this through several intervention channels and support systems with the understanding that local government leaders may not know where or how to start. REAL has three strategic areas to support cities:

1. Provide **Training & Technical Assistance** that builds the capacity of local government leaders to identify racial disparities and effectively challenge and address issues through policy and practice.
2. Offer **Network Building** opportunities that promote peer-to-peer learning and showcase local government leaders who are advancing efforts through REAL.
3. Establish a **Field of Practice** that leverages new and existing partnerships, and shares knowledge and resources across cities that promote innovative solutions to racial equity challenges in local government.

All of our workshops include:

- **Interactive and experiential components.** Adult learning styles vary. We use varied forms (including exercises and small group discussions) to share information to ensure learning objectives are met.
- **Explicit conversation and facilitation to illuminate the connection between individual, institutional, and structural racism.** Our training methodology allows participants to make connections between individual experiences and the broader societal and structural ways in which race is constructed. We focus on institutional and structural strategies, as those are most effective for leveraging change.

- **Strong, expert facilitation.** Conversations about race can sometimes be difficult. We have a team of expert facilitators who are prepared to lead and guide conversation and to re-design activities in the moment to ensure participants' time and experience is maximized.
- **Applying learning.** Racial equity concepts can, at times, be abstract. Our workshops focus on the application of learning in the work place. *Doing* is often the best teacher.

REAL recognizes the importance of responding to unique situations. Context matters. We tailor workshops and learning activities to best meet the needs of participants and organizations. All of our workshops are informed by:

- Context setting to understand how best to tailor content and exercises
- Background research to ensure content is relevant and focused on connections between institutional and structural change
- Interviews with a selection of participants to ensure design meets needs and expectations of participants

We understand that Lake Worth Beach is ready to move forward to integrate equity as a value that is put into action. Leadership and staff must *normalize* racial equity as a key value and have clear understanding and shared definitions, *operationalize* equity via new policies and by transforming the underlying culture of our organizations, and finally, *organize*, both internally and in partnership with other institutions and the community.

The elements, deliverables, and actions are based on our understanding of your desired direction for an initial scope of services, with specific attention to the leadership, staff, and elected officials. We are strong believers in co-design; if any of our proposed options is either more, or less extensive than your desired direction, we would welcome the opportunity to adjust our scope to meet the scale of your expectations. If you have any questions, please do not hesitate to contact me or Rita Soler Ossolinski at ossolinski@nlc.org.

SCOPE OF SERVICES

The REAL team brings a wealth of substantial relevant experience and expertise, including leadership engagement; implementation of a comprehensive racial equity process; analysis of city infrastructures for advancing racial equity; training; and access to racial equity and racial healing experts and resources.

We describe here the key contributions REAL will make to support the racial equity work in Lake Worth Beach.

Initial Consultation

NLC REAL will schedule a three-hour virtual meeting with Lake Worth Beach leadership team. The meeting will be an opportunity to review and clarify expectations for the city's commitment to advancing racial equity.

Design and Conduct Assessment

REAL offers a range of assessment opportunities for cities to establish an understanding of the context for action that is essential for building an effective institutional transformation strategy. While this proposal does not include any assessment options, REAL looks forward to exploring the value and possibility of assessment work in future phases.

Racial Equity Training

REAL offers a four-part training series on racial equity. For this proposal, REAL will design an initial training, referred to as REAL 101. The session will be subject to modification based on new learning or developments from conversations with the leadership team.

The overall training series is designed around four key objectives:

1. Understand promising practices in local government to advance racial equity
2. Develop a shared understanding and common definitions for advancing racial equity
3. Identify opportunities to use a racial equity tool and data to drive results
4. Build an internal infrastructure for racial equity that includes opportunities to partner with the community

REAL 101: Understanding Racial Equity in Local Government

This session provides an introductory overview for city leaders on the history of institutional and structural racism in America. This training will equip leaders with a shared language for racial equity, examine existing racial disparities in the city and its implication for advancing racial equity. REAL 101 introduces important concepts and tools for organizing and operationalizing racial equity.

***Key learning topics:** equity versus equality, implicit and explicit bias, individual and institutional bias, levels of racism, racial equity tools, disaggregating data, community engagement strategies*

Plan and Host a Community Conversation Series

The REAL team will engage city and community leaders in a series of healthy and authentic conversations on race and draw conclusions from these conversations in order to make appropriate recommendations to City Council.

The REAL team will design, develop and organize a replicable approach/model for engaging a catalytic segment of Lake Worth Beach neighbors to embody in attitude and action the identified culture traits that promote equity, inclusion, racial healing and relational trust.

Meetings will be organized to facilitate healthy community conversations by employing effective practices that cultivate both deep appreciation and understanding of the values of hospitality, respect, inclusion, justice and dignity and advancing equity in education, jobs, and economic development. This approach will also reflect intent for significant collaboration and appropriate integration or alignment with kindred initiatives in Lake Worth Beach and other existing community-driven efforts.

The Community Conversations will also incorporate opportunities for participants to review, understand and reflect on local disparities in human outcomes as measured by city data. In reviewing Lake Worth Beach's data disaggregated by race, participants will begin to understand trends and disparities in the city that have differential impacts by race. These conversations will also develop opportunities to engage with community members regarding their own understanding and insights of the data and the root causes of these disparities that will inform the data analysis efforts.

The number of hosting/convening organizations & structure of the series (1-2-3) of Community Conversations will be appropriately scaled to fit "capacity" and to ensure quality of process and outcomes, transparency and the optimal experience of all participants. A host organization is one who

convenes the community conversations at their facility. A convening organization provides support, leadership for a community conversation convened at a public or more central facility.

Community conversations with community leaders: Anticipated areas to include but not limited to are:

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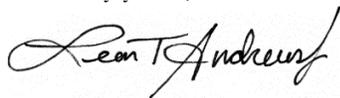
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Sub-total	\$22,000
Admin (10%)	\$2,200
Subtotal	\$24,200
NLC membership discount	\$2,420
Grand Total	\$21,780

We appreciate your leadership and are excited about the possibility of moving this work forward. Please contact Rita Soler Ossolinski, ossolinski@nlc.org or 202-626-3008 with questions or to discuss next steps.

Sincerely yours,



Leon T. Andrews, Jr., Director
 Race, Equity And Leadership (REAL)
 National League of Cities