

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

Community Open Discussion Meeting 6:00-6:55 PM (Non-Agenda Items Workshop)

AGENDA

DECEMBER 7, 2021 - 7:00 - 10:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Marge Herzog, Councilmember (Seat 4)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia, CPA, AICP, ICMA-CM

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch, MSL, MMC

Public Works Director, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are live-streamed and close-captioned for the general public via our website, instructions are posted there.

CONSENT AGENDA

1. Approval of **Resolution No. 2021-65** approving Agreement with Community Emergency Response Team (CERT).
2. Approval of **Resolution No. 2021-66** approving Agreement with the Division of Emergency Management for ARPA.
3. Approval of **Resolution No. 2021-67** approving ratifying vendor requested changes to the Hardrives' road paving contract.
4. Approval of **Resolution No. 2021-68** approving Municipal Election Agreement with the Supervisor of Elections for the March 8, 2022, election.
5. Receive and File status of Audit FY 2020.
6. Approval of **Resolution No. 2021- 69** approving FY 20/21 Budget Amendments.

PRESENTATION

7. Kim Delaney, Director of Strategic Development and Policy, Treasure Coast Regional Planning Council (TCRPC).

PUBLIC HEARING AND REGULAR AGENDA

8. Approval of **Ordinance No. 2021-15** on second reading to adopt Building Code.
9. Approval of **Resolution No. 2021-70** amending Fee Schedule.
10. Approval of **Resolution No. 2021-71** approval of Impact Fees Interlocal Local Agreement (ILA) with Palm Beach County.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Laura Danowski (Seat 2)

Marianne Miles (Seat 3)

Marge Herzog (Seat 5)

Mayor Robert Shorr (Seat 4)

TOWN STAFF COMMENTS

Town Manager

Assistant Town Manager

Town Attorney

Public Works Director

Town Clerk

ADJOURNMENT

Comment Cards:

[Note public comment rules may be modified during the COVID-19 pandemic, see above.](#)

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of the Town of Loxahatchee Groves

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: December 7, 2021

SUBJECT: Resolution No. 2021-65 Approving Agreement for FY 2022 with Loxahatchee Groves CERT Team, Inc.

Background:

The Town has partnered with CERT for many years for emergency response. The purpose of the accompanying agreement is to formalize the funding arrangement that has been in place since the previous annual agreement approved in 2011 was not formally renewed or updated.

This agreement provides a grant up to \$2,400 in funding for FY 2022 based upon CERTs submitted budget. Payments are made to CERT periodically during the year based on reimbursement of reported expenditures along with supporting documentation for purchase & maintenance of equipment (including CERT's trailer) and other supplies for emergency response. The grant does not cover compensation or training or for actual response activities.

Recommendations:

Move to approve **Resolution No. 2021-65** approving the attached agreement for FY 2022 with Loxahatchee Groves CERT Team, Inc.

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RESOLUTION NO. 2021- 65

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH LOXAHATCHEE GROVES CERT TEAM, INC. TO PROVIDE GRANT FUNDING; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (Town) desires to assist community organizations that provide a public benefit to the citizens of the Town; and

WHEREAS, the Loxahatchee Groves CERT Team, Inc. (CERT) is comprised of members who are trained through a Citizens Emergency Response Team program created by the Department of Emergency Management to assist in storm related events and other emergencies; and

WHEREAS, CERT provides voluntary emergency response assistance within the Town; and

WHEREAS, CERT has requested grant funding from the TOWN for the purchase and maintenance of equipment and supplies that may be necessary during an emergency response and for maintenance of its equipment and supply trailer; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Agreement with CERT.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the Grant Agreement with Loxahatchee Groves CERT Team, Inc., attached hereto as Exhibit "A". The mayor is authorized to execute any and all documents to implement the Town's grant of funds awarded under the Agreement, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMEBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia

GRANT AGREEMENT

THIS GRANT AGREEMENT is made this _____ day of _____, 2021 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the “TOWN”, with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Loxahatchee Groves CERT Team, Inc.**, a non-profit corporation authorized to do business in the State of Florida, hereinafter the “GRANTEE”, with a mailing address of 15409 Collecting Canal Road, Loxahatchee, Florida 33470.

RECITALS

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

WHEREAS, the TOWN is, from time to time, impacted by storm activity and other emergencies and may be in need of trained assistance in addition to first responders; and

WHEREAS, the GRANTEE is comprised of members who are trained for this purpose through a Citizens Emergency Response Team program created by the Department of Emergency Management; and

WHEREAS, the GRANTEE desires to provide volunteer community emergency response activities to the residents of the TOWN; and

WHEREAS, the GRANTEE has requested a grant from the TOWN to enable it to provide such services on a volunteer basis while maintaining proper equipment and supplies for providing the service; and

WHEREAS, the TOWN finds awarding the grant to the GRANTEE as described herein serves a valid public purpose.

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

1. GRANT AWARD

1.1 Based on the needs identified by the GRANTEE in its submitted budget, attached hereto and incorporated herein as Exhibit “A”, the TOWN hereby grants to GRANTEE a Grant Award up to the amount of two thousand and four hundred dollars (\$2,400). The Grant Award is for reimbursement only and shall be paid overtime and from time to time upon receipt by the TOWN of proper documentation from the GRANTEE as stated herein.

1.2 The Grant Award shall be used to reimburse the GRANTEE for the purchase and maintenance of equipment and supplies which may be necessary during an emergency

response. The Grant Award may also be used to reimburse the GRANTEE for the maintenance of its equipment and supply trailer(s). The GRANTEE shall not use any portion of the Grant Award to pay any individual as salaries, benefits, or any other form of compensation for training for or performing community emergency response activities.

1.3 The GRANTEE shall submit to the TOWN documentation of expenditures along with a written request for reimbursement that includes a description of the purchased goods or services and the need therefor and any other documentation or information requested by the TOWN. The TOWN shall pay the GRANTEE for qualified reimbursable expenses under this Agreement in accordance with the Local Government Prompt Payment Act.

2. GRANTEE QUALIFICATIONS

2.1 The GRANTEE represents that it is licensed to do business in the State of Florida and holds and will ensure all its members are properly trained to perform community emergency response services.

3. USE OF TOWN RESOURCES

3.1 Nothing herein shall authorize GRANTEE to use TOWN resources outside of the Grant Award. Should the GRANTEE desire to use TOWN resources, the GRANTEE must follow the designated process identified by the TOWN.

4. TERM

4.1 The term of this Agreement shall be from October 1, 2021, through September 30, 2022, unless terminated earlier, as provided below.

5. RETURN OF FUNDS

5.1 Should the GRANTEE receive excess funds or reimbursement for funds that were not expended in a manner inconsistent with the terms of this Agreement, such funds shall be subject to repayment by the GRANTEE to the TOWN. The GRANTEE agrees to remit repayment to the TOWN within thirty (30) days of any request therefor sent by the TOWN.

6. OWNERSHIP

6.1 Equipment and supplies purchased by the GRANTEE with the Grant Award shall belong to the GRANTEE. The TOWN shall have no ownership rights to any equipment or supplies purchased by the GRANTEE under this Agreement. Nothing herein eliminates the ability for the TOWN to hold a lien on any property owned by the GRANTEE for repayment owed to the TOWN.

7. TERMINATION OF AGREEMENT

7.1 The TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon notice from the TOWN Manager. At such time, the GRANTEE would be compensated only for the qualified expenditures to the date of termination.

8. INSURANCE

8.1 The GRANTEE, shall, at its own expense, procure and maintain throughout the term of this Agreement, the types and amounts of insurance standard for the industry for the services it provides.

9. WAIVER OF BREACH

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

10. INDEMNITY

10.1 The parties recognize that the GRANTEE is an independent contractor. The GRANTEE agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, caused by the GRANTEE, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the GRANTEE arising out of or resulting from this Agreement. The GRANTEE's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the GRANTEE against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10.2 Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11. ENTIRE AGREEMENT

11.1 This Agreement consists of the terms and conditions provided herein and, the GRANTEE's budget.

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

12. ASSIGNMENT

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

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

13. SUCCESSORS AND ASSIGNS

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

14. WAIVER OF TRIAL BY JURY

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

15. GOVERNING LAW AND REMEDIES

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

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

16. NOTICES

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

Town Manager
Town of Loxahatchee Groves
155 F road
Loxahatchee Groves, Florida 33470

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

Loxahatchee Groves CERT Team, Inc.
15409 Collecting Canal Road
Loxahatchee, Florida 33470

17. SEVERABILITY

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

18. COUNTERPARTS

18.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

19. LIMITATIONS OF LIABILITY

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

20. PREPARATION

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

21. PALM BEACH COUNTY INSPECTOR GENERAL

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

22. ENFORCEMENT COSTS

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

23. PUBLIC RECORDS

23.1 The GRANTEE shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

23.2 IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

24. FEDERAL AND STATE TAX

24.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. The GRANTEE shall not be authorized to use the TOWN's Tax Exemption Number.

25. FISCAL NON-FUNDING

25.1 In the event sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the GRANTEE of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN. The GRANTEE will be paid for all qualified expenditures through the date of termination.

26. SCRUTINIZED COMPANIES

26.1 As provided in F.S. 287.135, by entering into any agreement with the TOWN, the GRANTEE certifies that GRANTEE and GRANTEE's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the GRANTEE submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the GRANTEE must certify that it is not participating in a boycott of Israel. If the TOWN determines, using credible information available to the public, that a false certification has been submitted by the GRANTEE, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

Approved as to form and legal sufficiency:

Town Attorney

GRANTEE:

LOXAHATCHEE GROVES CERT TEAM, INC.

By: _____

[Corporate Seal]

Print Name: Kenneth R. Johnson
Title: Chairman

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by Kenneth R. Johnson, as Chairman, of Loxahatchee Groves CERT Team, Inc., a company authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT “A”

BUDGET



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of the Town of Loxahatchee Groves

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: December 7, 2021

SUBJECT: Resolution No. 2021-66 Approving Agreement for American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund (ARPA) with the Florida Division of Emergency Management

Background:

The Town is a non-entitlement unit of local government and has been awarded \$899,783.50 for both FY 2022 and FY 2023 or total funding under the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund (ARPA) of \$1,799,567. The Division of Emergency Management is responsible for disbursing and administering all ARPA funds within the state.

Recommendations:

Move to approve **Resolution No. 2021-66** approving the attached agreement for American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund (ARPA) with the Florida Division of Emergency Management and designate the Town Manager as the Town's Authorized Agent under this agreement.

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RESOLUTION NO. 2021- 66

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO A AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR AMERICAN RESCUE PLAN ACT FUNDING; DESIGNATING THE TOWN MANAGER AS THE TOWN’S AUTHORIZED AGENT FOR DISASTER RELIEF; AUTHORIZING THE TOWN MANAGER TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 added section 603(a) to the Social Security Act (“ARPA”), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic (“Fiscal Recovery Funds”); and

WHEREAS, the Division of Emergency Management (“Division”) is the state entity responsible for disbursing the Fiscal Recovery Funds within the State of Florida; and

WHEREAS, the Town of Loxahatchee Groves (Town) is eligible to receive Fiscal Recovery Funds; and

WHEREAS, the Division has awarded Fiscal Recovery Funds to the Town for the current fiscal year; and

WHEREAS, the Town and the Division desire to enter into an Agreement for the use of the Fiscal Recovery Funds; and

WHEREAS, the Town Council desires to designate the Town Manager as the Town’s Authorized Agent for purposes of engaging with the Division and entering into grant agreements with the Division; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Agreement with the Division.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the Agreement with the State of Florida, Division of Emergency Management, attached hereto as Exhibit "A". The Town Manager is authorized to execute any and all documents to implement the Town's use of the Fiscal Recovery Funds awarded under the Agreement, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Council also hereby designates the Town Manager as its Authorized Agent to engage with the Division of Emergency Management and to enter into grant agreements with the Division. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐

MARGE HERZOG, COUNCIL MEMBER ☐ ☐ ☐

MARIANNE MILES, COUNCIL MEMBER ☐ ☐ ☐

PHILLIS MANIGLIA, COUNCIL MEMEBER ☐ ☐ ☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____, 2021.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Town Attorney

Council Member Marianne Miles

Council Member Phillis Maniglia

DIVISION OF EMERGENCY MANAGEMENT
Grant/Grant and Aid Subgrant Routing Sheet

DEM Contract/Grant Number: _____ Mod #: _____ Date Initiated: _____
Project Manager/Contact Person: _____ Phone: _____
Bureau Approval: _____ Date: _____
Subgrantee/Funding Source: _____
Effective Dates: _____ Amount: _____

Type of Agreement: A) Grant _____ B) G & A Subgrant Agreement _____
 C) Loan Agreement _____ D) Other (explain) _____

Routing:

First Review – Finance: _____ Date Received _____

Fiscal Mgmt Signature: _____ Date Reviewed _____

First Review – Legal: _____ Date Received _____

Legal Signature: _____ Date Reviewed _____

Second Review – Finance: _____ Date Received _____

Fiscal Mgmt Signature: _____ Date Reviewed _____

Second Review – Legal: _____ Date Received _____

Legal Signature: _____ Date Reviewed _____

Distribution: 1 - Division/Bureau with Original Agreement
 2 - Grants with Original Agreement
 3 - Fiscal Mgmt with Copy of Agreement

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Loxahatchee Groves, Town of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$1,799,567.00**.
- (4) USE OF FISCAL RECOVERY FUNDS
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division’s Program Manager will be responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Division’s liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative: James S Titcomb
Title: Town Manager
Address: 155 F Rd, Loxahatchee Groves, FL 33470
Telephone: 561-793-2418
Email: jtitcomb@loxahatcheegrovesfl.gov

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - Authorized representative name, title, and email;
 - Contact person name, title, phone, and email;
 - Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

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

ii.

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

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

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

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
 - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Loxahatchee Groves, Town of

By:  James Titcomb

Name and title: James S Titcomb

Date: 9/9/2021

FEIN : 331159224

DUNS : 930256651

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$1,799,567.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, James Titcomb, Town Manager, am the Authorized Agent of Loxahatchee Groves, Town of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: James Titcomb

Signature:  James Titcomb

Title: Town Manager

Date: 9/9/2021

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, James Titcomb, Town Manager, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, Town of Loxahatchee Groves, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: James Titcomb

Signature: 

Title: Town Manager

Date: 9/9/2021

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

James S Titcomb

9/9/2021

Loxahatchee Groves, Town of

Date

 *James Titcomb*

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Loxahatchee Groves, Town of

Address: 155 F Road, Loxahatchee Groves, FL 33470

DUNS Number: 930256651

Taxpayer Identification Number: 331159224

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Loxahatchee Groves, Town of

 James Titcomb

Authorized Representative: James Titcomb

Title: Town Manager

Date signed: 9/9/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of the Town of Loxahatchee Groves

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: December 7, 2021

SUBJECT: Approval of Resolution 2021- 67 ratifying vendor requested changes to the Agreement with Hardrives of Delray, Inc.

Background

Subsequent to approval of the Master Agreement with Hardrives on November 16, 2021, the estimates for paving E Road from Okeechobee Blvd to South North Road and for B Road North 1.5 miles were revised by the vendor. The accompanying ratification to the agreement changes these estimates to remove striping primarily due to rising costs of petroleum and other supply chain issues. The result of the changes is a net contract reduction of approximately \$ 25,000.00. Staff has identified lower cost thermoplastic striping providers.

Recommendation

Move that Town Council adopt ***Resolution 2021-67*** ratifying vender requested changes to the Agreement with Hardrives of Delray, Inc.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-67

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA RATIFYING VENDOR REQUESTED CHANGES TO AN AGREEMENT WITH HARDRIVES OF DELRAY, INC. APPROVED BY TOWN COUNCIL ON NOVEMBER 16, 2021, FOR ROADWAY PAVING AND RESURFACING ON CERTAIN ROADWAYS WITHIN THE TOWN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide roadway paving and resurfacing on various roadways throughout the Town; and

WHEREAS, on November 16, 2021, Town Council, by Resolution No. 2021-63 approved entering into an Agreement with Hardrives of Delray, Inc. (“Contractor”) for such purposes; and

WHEREAS, the Contractor has requested changes to the Agreement, including the scope and pricing for B Road and E Road; and

WHEREAS, the Contractor has agreed to maintain the revised pricing for the Town for the term of this Agreement; and

WHEREAS, the Town has determined that it can obtain pricing for striping for direct purchase at a lower price than the Contractor was offering; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Agreement for roadway paving and resurfacing.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby ratifies the Agreement with Hardrives of Delray, Inc., as modified, effective as of April 20, 2021.

Section 3. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Marge Herzog, COUNCIL MEMBER	☐	☐	☐
Marianne Miles, COUNCIL MEMBER	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ___ DAY OF _____, 2021.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Council Member Phillis Maniglia

Elizabeth Lenihan, Town Attorney

Council Member Marianne Miles

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the "TOWN", with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Hardrives of Delray, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of 2102 S. Congress Ave., Delray Beach, Florida 33445.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to provide roadway paving and resurfacing on certain roadways within the TOWN;

WHEREAS, the CONTRACTOR submitted a quote that is lower than current Town contracts;

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

WHEREAS, the TOWN finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

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

1. SCOPE OF WORK

1.1 The scope of work is to provide and install asphalt paving on certain roadways or segments of roadways within the TOWN, including related work, as described in Exhibit "A", Scope of Work, attached hereto and incorporated herein.

1.2 The work for each roadway under the Scope of Work shall initiated separately by a Notice to Proceed or Purchase Order by the Public Works Director for the TOWN. No work shall be done on any roadway under this Agreement without a duly issued Notice to Proceed or Purchase Order.

1.3 The CONTRACTOR represents to the TOWN that the services and materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and

that the materials shall conform to the highest standards and in accordance with this Agreement.

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

1.5 The CONTRACTOR represents that it is familiar with the Scope of Work to be completed under this Agreement, site locality, local conditions and Laws and Regulations that in any manner may affect the cost, progress, performance or furnishing of the Scope of Work. The CONTRACTOR further represents it has studied the physical conditions at or contiguous to the site that in any manner may affect the cost, progress, performance or furnishing of the Scope of Work and has determined it can perform the Scope of Work.

1.6 The CONTRACTOR shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to the TOWN.

1.7 The CONTRACTOR shall keep the site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for alteration by the Scope of Work. Clean up and restoration shall be accomplished on a continuing basis throughout the term of this Agreement and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.

1.8 The CONTRACTOR shall at all times so conduct its work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the TOWN. The CONTRACTOR shall provide for and follow all Maintenance of Traffic requirements in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition.

1.9 It is the CONTRACTOR's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Scope of Work area so that said owners may stake or otherwise mark or protect their facilities. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the work, they must be repaired immediately by the CONTRACTOR in conformance with best standard practice and the approval of the

owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the work, the CONTRACTOR must take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.

1.10 All excess excavated material and debris not required for backfill (unless otherwise noted), broken pipe, and any concrete items, together with all roots, boards and other debris are to be disposed of by the CONTRACTOR at an appropriate legal site as designated by the Palm Beach County Solid Waste Authority.

1.11 The CONTRACTOR shall be responsible for protecting and restoring all land and property corners, such as section corners, ¼ section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the CONTRACTOR and shall be performed under the supervision of a Florida Registered Land Surveyor. Survey points that will be destroyed during construction shall be properly referenced and replaced at the CONTRACTOR's expense with permanent monuments approved by the TOWN.

2. USE OF AGENTS OR ASSISTANTS

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

3. FEE AND TERM

3.1 For the goods/services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's quote, as set forth in Exhibit "A".

3.2 Should the TOWN require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the TOWN's procurement code prior to any such additional goods being provided by the CONTRACTOR.

3.3 The initial term of the Agreement shall be effective April 20, 2021 and shall extend until September 30, 2022, unless terminated earlier, as provided below.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services shall be specified in the CONTRACTOR's quote, and no additional costs shall be authorized without prior written approval from the appropriate authority.

5. INVOICE

5.1 Upon completion and acceptance of the Scope of Work, the CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid within twenty (20) days of receipt of an invoice for the goods and services. All invoices will be paid in accordance with the Local Government Prompt Payment Act.

6. COPIES OF DATA/DOCUMENTS

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

7. OWNERSHIP

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

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another CONTRACTOR to provide for such work; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or

commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon notice from the TOWN Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the TOWN must pay for all material ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

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

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles,

including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis and include a waiver of subrogation. Any insurance, or self-insurance, maintained by the TOWN Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

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

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due the CONTRACTOR from the TOWN.

10. WAIVER OF BREACH

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

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall

be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein and, the CONTRACTOR's quote. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the quote. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

13. ASSIGNMENT

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

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

14. SUCCESSORS AND ASSIGNS

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

15. WAIVER OF TRIAL BY JURY

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

16. GOVERNING LAW AND REMEDIES

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

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

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the Scope of Work as specified herein.

18. NOTICES

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

Town Manager
TOWN of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

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

Craig K. Elmore
Hardrives of Delray, Inc.
2101 S. Congress Ave.
Delray Beach, FL 33445

19. SEVERABILITY

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

20. DELAYS AND FORCES OF NATURE

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

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

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

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR 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 CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

24. PREPARATION

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

25. PALM BEACH COUNTY INSPECTOR GENERAL

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

26. ENFORCEMENT COSTS

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

27. PUBLIC RECORDS

27.1 CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

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

THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

28. COPYRIGHTS AND/OR PATENT RIGHTS

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

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this Agreement meet all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption if requested by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

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

32. DAMAGE TO PERSONS OR PROPERTY

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

33. NON-APPROPRIATION

33.1 The CONTRACTOR acknowledges and agrees that the TOWN is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the TOWN of funds sufficient to pay the costs associated therewith in any fiscal year of the TOWN. The CONTRACTOR understands and agrees that the TOWN's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the TOWN nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Agreement. In the event the funds budgeted or appropriated are, or are estimated by the TOWN to be, insufficient to pay the costs associated with the TOWN's payment obligations in this Agreement in any fiscal year after the current fiscal year, then the TOWN will notify the CONTRACTOR of such occurrence and either the TOWN or the CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the TOWN of any kind whatsoever; however, the TOWN shall pay the CONTRACTOR for all services performed under this Agreement through the date of termination.

34. SCRUTINIZED COMPANIES

34.1 As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information

available to the public, that a false certification has been submitted by the CONTRACTOR, the TOWN's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

35. E-VERIFY

35.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- F. Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR:

**HARDRIVES OF DELRAY, INC., a
corporation authorized to do business in
the State of Florida**

By: _____
Craig K. Elmore, Vice President

[Corporate Seal]
Attest:

By: _____
Debra Elmore
Secretary

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by Craig K. Elmore and Debra Elmore, as Vice President and Secretary, of Hardrives of Delray Inc., a company authorized to do business in the State of Florida, and ___ who are personally known to me or ___ who have produced _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

Exhibit "A"

Scope of Work

I. Construction of Repair.

- A. To be in accordance with the Town's ULDC Code 100-035 (5), with the exception of the roadway surface material to be a minimum of 2" Type III Asphalt, 1 ½" Fiber reinforced Type III Asphalt, or a surface material of equivalent durability, as certified by an engineer.
- B. All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. Base material shall be compacted to a density of not less than 98% of maximum density as determined by ASSHTO T-180.

II. Scope of Repair of OGEM. Furnish MOT, MOB, and all Labor, Equipment, and Material to:

- A. Sawcut the area around the potholes or damaged edge.
- B. Scarify and or remove all undesirable material.
- C. Ensure the area is dry and clear of deleterious material.
- D. Fill the area with suitable, FDOT approved base material, millings, or asphalt.
- E. If Base Rock, Compact the base to 98% density.

III. Scope of Overlay. Furnish MOT, MOB, and all Labor, Equipment, and Material to:

- A. Remove and Clean berm and all deleterious material from the OGEM.
- B. Tack the surface area.
- C. Pave 2" with Type S-1 or 12.5C Asphalt.
- D. Install "Seminole Style" speed Tables at 1,000 feet on center.
- E. Install Thermoplastic Striping: two (2) white edge lines, Double Yellow down the center, stop bars, and speed tables.
- F. Provide minimum three (3) year warrantee.

IV. Roadway Details and Pricing

A. OGEM Repairs/Overlays - Fiscal Years 2021 and 2022

1.	A Road	22,880 Sy tack & pave existing A Road footprint (20/18' wide) from Okeechobee Road North to North Road. Includes replacement of speedhumps w/11 new, pothole repair, striping, stop bars and shoulder repair.	L: 2 miles W: 18'-20'	\$ 380,000.00
2.	C Road North	21,120 Sy tack & pave existing footprint with 2" of asphalt 2 miles of C Road 18' wide from Okeechobee Blvd to North Road. Includes replacement of speedhumps, pothole repair, pothole repair, striping, stop bars and shoulder repair.	L: 2 miles W: 18'-20'	\$ 378,200.00
3.	C Road South	12,960 Sy tack & pave existing C Road from Okeechobee Blvd to Collecting Canal Road. Includes replacement of speedhumps w/7 speed tables, pothole repair, striping, shoulder repair and 6 stop bars.	L: 1.25 miles W: 18'-20'	\$ 230,206.00
4.	D Road North	23,076 Sy tack & pave existing D Road for 1 1/2 miles at 20'wide & 1/2 mile at 18'wide approx. 22,880 sy also 40' East & West on North Rd. Includes replacement of speedhumps w/speed tables, pothole repair, pothole repair, striping, stop bars and shoulder repair.	L: 2 miles W: 18'-20'	\$ 400,000.00
5.	D Road South	19,111 Sy tack & pave existing D Road footprint (20' wide) from just south of SR 80 to Okeechobee Road East and West on Collecting Canal Road. Includes replacement of speedhumps w/8 new, pothole repair, pothole repair, striping, stop bars and shoulder repair.	L: 1.67 miles W: 20'	\$ 313,000.00
6.	F Road	24,577 Sy tack & pave existing F Road footprint (20' wide) from just south of Collecting Canal Road to Okeechobee Road from Okeechobee Road North to North Road, including 40' East and West on Collecting Canal Road and 40' West of North Road. Includes replacement of speedhumps w/8 new, pothole repair and shoulder repair.	L: 2.25 miles W: 18'-20'	\$ 447,300.00
7.	E Road	12,672 sy pave existing footprint (19' wide) from Okeechobee to South North Road, including 40' East and West on South North Road. Includes installation of 5 Seminole speed tables, 5 bridge/culvert crossings, and driveway aprons.	L: 1 mile W: 18'-20'	\$ 211,699.84
8.	B Road North	17,760 sy pave existing footprint (20' wide) from Okeechobee north for 1.5 miles. Includes installation of 8 Seminole speed tables, 4 bridge/culvert crossings and driveway aprons.	L: 1.5 miles W: 20'	\$ 259,507.00

B. Referendum Road Overlays – Fiscal Year 2022

1.	Raymond Drive	L: 327 miles	W: 15'	\$42,000.00
2.	San Diego	L: 214 miles	W: 15'	\$34,000.00
3.	Los Angeles	L: 214 miles	W: 15'	\$29,000.00
4.	Others:			\$77,000.00
a.	22nd Road N	L: 244 miles	W: 15'	
b.	Flamingo	L: 151 miles	W: 15'	
c.	Paradise	L: 150 miles	W: 15'	

● SITEWORK ● ASPHALT PAVING ● ROADWAYS ● PARKING AREAS ● CONCRETE WORK

HARDRIVES, INC.

2101 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456

FAX 561-278-2147

QUOTATION

December 1, 2021 - Revised

Ph: (561) 793-2418

Email: LPeters@loxahatcheegrovesfl.gov

To: Larry Peters, Public Works Director
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Name of Project: Paving E Road
Location: Loxahatchee Groves
Plans and Specifications: As Described Below

WE PROPOSE TO FURNISH ALL LABOR & EQUIPMENT TO PERFORM THE FOLLOWING:

**Pave E Road, from Okeechobee Rd North to South North Road thru S Turn,
and 40' x 18' East on South North Road, 1.1 miles x 19' width 2" of S-1 or
12.5 Asphalt, plus adding 5 Speed Humps**

Asphalt 2"	\$188,245.44
Tack	\$8,870.40
5 Speed Bumps	\$14,584.00
Tape 2 Stop Bars	

Total \$211,699.84

NOTES:

- All permits and fees by others.
- All Maintenance of Traffic Included.
- Hardrives requires a two week notice to mobilize.

Prices are valid for 30 days.

ACCEPTED BY:

TITLE

HARDRIVES, INC.


Craig K. Elmore, Vice President

DATE:

HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:

Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.

● SITEWORK ● ASPHALT PAVING ● ROADWAYS ● PARKING AREAS ● CONCRETE WORK

HARDRIVES, INC.

2101 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456

FAX 561-278-2147

QUOTATION

December 1, 2021

Ph: (561) 793-2418

Email: LPeters@loxahatcheegrovesfl.gov

To: Larry Peters, Public Works Director
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Name of Project: B Road

Location: Loxahatchee Groves

Plans and Specifications: As Described Below

WE PROPOSE TO FURNISH ALL LABOR & EQUIPMENT TO PERFORM THE FOLLOWING:

B Road – 1.5 Miles long by 20'

17,760 SY	Tack	@ \$.50/SY	\$8,880.00
	Pave 2" with Type S-1 or 12.5C Asphalt	@ \$12.50/SY	\$237,900.00
8	Install Speed Bumps	@ Lump Sum	\$12,727.00
	Stop Bar at each end of road		
Total			\$259,507.00

NOTES:

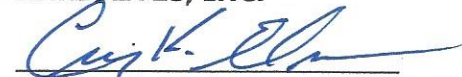
- All permits and fees by others.
- All Maintenance of Traffic Included.
- On B Road, Rock needs to be finished before paving or existing wash boards will come through Asphalt.
- Coring shows 9"-13" hard shell rock in roadway.
- Striping Prices are good for 30 days from date of quote, due to material shortage and prices going up.
- If B Road can be done immediately after A Road, the Town would save \$5,500.00 for Mobilization.
- Hardrives requires a two week notice to mobilize.

Prices are valid for 30 days.

ACCEPTED BY:

TITLE

HARDRIVES, INC.


Craig K. Elmore, Vice President

DATE:

HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:

Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

DATE: November 30, 2021

SUBJECT: Approval of Resolution No. 2021-68

Background:

The Town of Loxahatchee Groves shall conduct its annual Municipal General Election on Tuesday, March 8, 2022, pursuant to the Town Charter, the Florida Constitution and Chapter 97 – Chapter 106, Florida Statutes. One polling place is provided for the Town, Precinct 6094, and shall be open between the hours of 7:00 a.m. - 7:00 p.m. on Election Day, March 8, 2022; and registered voters shall have the opportunity to cast their vote for candidates who have filed and qualified for the Office Town Council Member Seat 2 and Council Member Seat 4, pursuant to the Town Charter of the Town of Loxahatchee Groves, Palm Beach County, Florida. Authorizing the Supervisor of Elections to conduct the Town Election and approve the agreement between the Town and the Palm Beach County Supervisor of Election for Election services.

Recommendations:

Town Council approves Resolution No. 2021-68.

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RESOLUTION NO. 2021- 68

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR 2022 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 101.34, Florida Statutes, the Palm Beach County Supervisor of Elections (Supervisor) is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is charged with the responsibility for custody and maintenance of said equipment; and

WHEREAS, the Town of Loxahatchee Groves (Town) is to conduct an election that requires use of vote processing equipment; and

WHEREAS, the Supervisor can provide the equipment and personnel to program, operate and maintain the equipment necessary for the Town to successfully conduct the required election; and

WHEREAS, the Supervisor and the Town desire to enter into an Agreement for the use of vote processing equipment and elections services for the 2022 municipal election; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Agreement with the Palm Beach County Supervisor of Elections.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the Agreement with the Palm Beach County Supervisor of Elections, attached hereto as Exhibit "A". The mayor is authorized to execute any and all documents to implement the Agreement, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMEBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



Wendy Sartory Link

Palm Beach County Supervisor of Elections

**2022 MUNICIPAL ELECTION
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and _____, Florida (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate, and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 8, 2022, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations.

3.2 Vote-By-Mail Ballots. MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

3.3 Repairs. For any election, all maintenance, repairs, or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

4.2 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**9.1 Uniform Municipal Election.**

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

SOE will provide all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the Express Vote machine. MUNICIPALITY shall be responsible for all translation costs.

The SOE will be responsible for ordering test ballots. Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY must approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any and all costs incurred.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will hire and train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY shall provide ADA compliant Polling Places. The MUNICIPALITY will be responsible to pay for all costs incurred with Polling Place changes, including the mailing of Polling Place change notices to voters.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election.

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY'S option and expense, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

12.2 Run-Off Election.

In the event of a run-off election, SOE ***shall not*** create or mail sample ballots.

ARTICLE 13 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES**13.1 Uniform Municipal Election.**

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

13.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

13.3 MUNICIPALITY is not permitted to deliver any election equipment.**ARTICLE 14 – LOCATION AND STORAGE OF VOTING EQUIPMENT**

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 15 – CANVASSING OF ELECTION RESULTS

15.1 County Canvassing Board. If MUNICIPALITY is using the County Canvassing Board, SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

15.2 Municipal Canvassing Board. If MUNICIPALITY is using its own, separate Canvassing Board, MUNICIPALITY shall coordinate with SOE and schedule the date(s) on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. Supervisor of Elections will not be a member of the MUNICIPALITY'S Canvassing Board. The Supervisor of Elections may be a substitute member. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

15.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

ARTICLE 16 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

ARTICLE 17 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules. The MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

ARTICLE 18 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

ARTICLE 19 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 20 – HOLD HARMLESS COVENANT

MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications arising from MUNICIPALITY'S actions.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or

occurrence. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful, or intentional acts or omissions.

ARTICLE 21 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 22 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link
Name (Printed or Typed)

Palm Beach County Supervisor of Elections
Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: December 7, 2021

SUBJECT: Update on Annual Audit for the Town for Fiscal Year 2019-2020

Background:

Mr. Terry Morton with Nowlen, Holt & Miner (NHM) currently anticipates providing final reports to the Town prior to the Holidays (earlier as available) and to present to FAAC prior to the next Council meeting. Staff will distribute updated materials received from Mr. Morton to Council prior to the FAAC under separate cover. Mr. Morton will present the audit at the first meeting in January.

Recommendation:

Receive and file the Town of Loxahatchee Groves FY2020 audit update.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Assistant Town Manager
VIA: James Titcomb, Town Manager
DATE December 7, 2021
SUBJECT: Resolution No. 2021-69 Adopting the year end Budget Amendment FY 2020-21

Background:

Attached Resolution 2021-69 provides for budget amendments to the FY 2021 budget in the attached Exhibit A which includes the final budget amendment for FY 2021 which requires amendment for revenue adjustments, transfers between funds, and reclassification between line items.

In January, the opening budget amendment for FY 2022 will be presented to carryforward or transfer funds from FY 2021 to FY 2022 for open purchase orders and projects/services continuing from last fiscal year to this fiscal year.

Recommendation:

Motion to approve Resolution 2021-69 of the Town Council of the Town of Loxahatchee Groves, Florida, adopting a budget amendment for the Town's adopted budget for the fiscal years beginning October 1, 2020, and ending September 30, 2021.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-69

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING BUDGETS AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Town may amend its adopted budget for the Fiscal Years beginning October 1, 2020, and ending September 30, 2021, at any time within a fiscal year, within 60 days following the end of the fiscal year; and

WHEREAS, the Town Management has concluded a review of the budgets and expenditures during the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, and is recommending amendments to the Town's budgets as set forth in **Exhibit "A"** hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town's adopted budgets for the Fiscal Years beginning October 1, 2020, and ending September 30, 2021, is hereby amended as set forth in **Exhibit "A"** attached hereto and expressly made a part hereof.

Section 3. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Margaret Herzog, COUNCIL MEMBER	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐
Marianne Miles, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF DECEMBER 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice-Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Council Member Phillis Maniglia

Elizabeth Lenihan, Town Attorney

Council Member Marianne Miles

EXHIBIT "A"

**BUDGET AMENDMENT FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021**

001 - General Fund

REVENUES

001-01-31-314-31410	Electric Utility Tax	\$ 20,000
001-01-32-323-32310	FPL Franchise Fee	\$ 50,000
001-01-32-341-34135	Administrative Charge Dependent District	\$ 170,000
001-01-34-341-34190	Cost Recovery Fees	\$ 100,000
Total Revenues		<u>\$ 340,000</u>

EXPENSES

001-10-51-511-54100	Communication Services	\$ 28,000
001-12-51-512-51200	Regular Salaries	\$ 18,000
001-12-51-512-51400	Overtime	\$ 23,000
001-12-51-512-52200	Retirement FRS	\$ 23,000
001-12-51-512-52201	Investment Town Manager	\$ 13,000
001-12-51-512-52300	Health and Life Insurance	\$ 22,000
001-16-51-514-53100	Professional Services	\$ 25,000
001-16-51-514-53101	Litigation	\$ 10,000
001-20-51-515-53451	Planner On Call	\$ 112,000
001-20-51-515-53490	Cost Recovery Expenditure	\$ 190,000
001-26-52-521-53410	Law Enforcement (PBSO)	\$ (1,800)
001-30-53-539-53400	Other Services	\$ (10,000)
001-32-51-519-54920	Computer Services	\$ (22,000)
001-32-51-539-53400	Other Services	\$ (10,000)
001-90-58-581-59000	Transfer to Fund Balance	\$ (80,200)
Total Expenses		<u>\$ 340,000</u>

Net \$ -

105 - Road & Drainage

EXPENSES

105-50-53-538-54901	Indirect Cost Allocations	\$ 170,000
105-50-53-538-53100	Professional Service - Engineering & Legal	\$ (125,000)
105-50-53-538-53400	Other Services -	\$ (35,000)
105-50-54-541-55200	Operating Supplies	\$ (10,000)
		<u>\$ -</u>
	Net	<u><u>\$ -</u></u>

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Town Council of Town of Loxahatchee Groves
FROM: James Titcomb, Town Manager
DATE: December 7, 2021
SUBJECT: Presentation from Treasure Coast Regional Planning Council

Kim Delaney, Director of Strategic Development and Policy, Treasure Coast Regional Planning Council (TCRPC).

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council of the Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: December 7, 2021

SUBJECT: Consideration of Ordinance 2021-15 Regarding Adoption of the Florida Building Code and Local Amendments

Background

The Town entered into a contract with SAFEbuilt to provide “turnkey” building and code services, replacing the interlocal agreement with Palm Beach County for building permitting and inspections. In order for the Town to establish its own permitting and inspection’s function, it must first adopt the Florida Building Code and any local amendments allowed by Section 553.73(4)(a), Florida Statutes.

The local amendments included in the ordinance are generally those adopted by Palm Beach County, and we have included by reference certain Town codes significant to the building function such as Agricultural Uses, Floodplain Management, Tree Mitigation and Land Clearing.

The code is being brought back for second hearing tonight as the Town’s interlocal agreement with Palm Beach County terminates on January 3, 2022.

Recommendation

Move that Town Council adopt **Ordinance 2021-15** regarding adoption of the Florida Building Code and Local Amendments on second reading.

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ORDINANCE NO. 2021-15

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING ARTICLE I “GENERAL” OF CHAPTER 10 “BUILDINGS AND BUILDING REGULATION”; REGARDING ADOPTION OF THE FLORIDA BUILDING CODE AND LOCAL AMENDMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town desires to formally adopt the Florida Building Code as the regulatory code for building within the Town; and

WHEREAS, the Town desires to amend and supplement the Florida Building Code through the adoption of local amendments thereto as authorized by Section 553.73(4)(a), Florida Statutes; and

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby amends Article I “General” of Chapter 10 “Buildings and Building Regulation” to read as follows:

Sec. 10-1. –Florida Building Code.

The *Florida Building Code* and the *National Electrical Code* adopted in the Florida Statutes, as may be amended from time to time, are adopted and incorporated herein as the applicable building code for The Town of Loxahatchee Groves, Florida. Pursuant to the Florida Building Code, the town has enacted additional local administrative and general provisions that shall be applicable throughout the town’s jurisdiction. References to “the Code”, “Chapters”, “Articles”, “Sections”, “Divisions”, and “Rules” throughout this Article shall refer to the Florida Building Code and a copy is on file in the office of the town building official.

Sec. 10-2. – Local Amendments.

Chapter 1 Scope and Administration
PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters, code officials, and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code, except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system, or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system, or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no Building Division employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.

101.4 Referenced codes. The codes listed in Sections 101.4.1 through 101.4.12 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. The provisions of this code shall apply to all property within the Town of Loxahatchee Groves, including but not limited to filling, grading, site improvements, utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities, including those that are otherwise exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

101.4.10 Article 65 – Agricultural Uses. The Town of Loxahatchee Groves Unified Land Development Code (ULDC) shall be considered part of the requirements of this code relative to agricultural uses. Conflicting requirements between the Florida Building Code and Article 65 of the ULDC shall be resolved in favor of the stricter provision. The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. No person may be provided regulatory relief for agricultural uses unless the provisions of Article 65 have been addressed.

101.4.11 Article 87 - Native Tree Preservation and Invasive Exotic Removal. The ULDC shall be considered part of the requirements of this code relative to native tree preservation, invasive exotic removal, and land clearing. Conflicting requirements between the Florida Building Code and Article 87 of the ULDC shall be resolved in favor of the requirement that offers the greatest degree of native tree preservation and stabilization of exposed soil surface areas. The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. No person may conduct a tree removal operation or grubbing or speculative clearing of lots without a permit.

101.4.12 Article 175 – Floodplain Management. The ULDC shall be considered part of the requirements of this code relative to flood control. Conflicting requirements between the Florida Building Code and Article 175 of the ULDC shall be resolved in favor of the requirement that offers the greatest degree of flood damage prevention or alternatives that would provide an equivalent degree of flood damage prevention and an equivalent method of construction. The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. No person may proceed with permitting of any kind unless the provisions of Article 175 have been addressed.

101.5 Building Official. Whenever, the building official is mentioned in this code, it is also intended to mean the building official's designee, wherever applicable.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 BUILDING DIVISION

103.1 Creation of enforcement agency. The Building Division is hereby created and the official in charge thereof shall be known as the building official. All code officials employed by the division shall be certified in accordance with Chapter 468, Florida Statutes.

103.2 Appointment. The building official shall be appointed by the town council.

103.3 Deputies. In accordance with the prescribed procedures of the town and with the concurrence of the town council, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners, code enforcement officers and other employees. Such employees shall have powers as delegated by the building official, including the authority to issue stop work orders.

103.4 Restrictions on employees. An employee connected with the division shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he/she is the owner of such. An employee shall not engage in any other work which is inconsistent with his/her duties, or conflicts with the interests of the division, or which violates Florida Statutes Section 112.313(7)(a) or the Palm Beach County Code of Ethics.

SECTION 104 DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permit for the erection, alteration, demolition and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Sections 1612 or R322 of this code, and ULDC Article 175, Flood Damage Prevention.

104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the town council.

104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry.

104.6.1 Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request

entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

104.6.2 When the building official obtains a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

104.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

104.8 Liability. The building official, any board member or employee charged with the enforcement of this code, while acting for the town in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer, employee or board member because of an act performed by that officer, employee, or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the town until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment, and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit

any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method, or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability, level of sanitation, and safety. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative. Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the town. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

104.12 Requirements not covered by this code. Any requirements necessary for the strength, stability, or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health, and general welfare, not specifically covered by this or other technical codes, shall be determined by the building official.

SECTION 109 FEES

109.2 Schedule of permit fees. A fee for each required permit shall be paid as required, in accordance with the schedule adopted by Resolution of the Town Council.

109.4 Work commencing before permit issuance. Any person who commences any work that requires a permit before obtaining such permits shall be in violation of this article. Violations of this article are subject to enforcement pursuant to Section 553.79, F.S., Chapter 14 of the Loxahatchee Groves Code, and Chapter 1 of the Florida Building Code, as adopted herein.

109.6 Refunds. Permit fees are non-refundable, except pursuant to Section 145-025 of the Loxahatchee Groves Code and Section 553.792, F.S.

SECTION 113 - APPEALS OF DECISIONS OF THE BUILDING OFFICIAL

113.1 Appeals. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the building official whenever any one of the following conditions are claimed to exist:

113.1.1 The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure, or service system.

113.1.2 The provisions of this code do not apply to this specific case.

113.1.3 That an equally good or more desirable form of installation can be employed in any specific case, which the building official has rejected or refused.

113.1.4 The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

113.2 Procedures.

113.2.1 Enforcement Appeals. Appeals to the building official's enforcement of Florida Statutes, the Florida Building Code, or the Town's local amendments may be made to the special magistrate authorized to hear code enforcement cases for the town. A written notice of appeal shall be submitted to the town manager within thirty (30) calendar days after a written decision is rendered by the building official. Appeals shall be on a form provided by the town upon request. Upon receiving a notice of appeal, the town manager shall schedule a hearing of the special magistrate within thirty (30) calendar days which shall be noticed and held in accordance with Chapter 14, Loxahatchee Groves Code.

113.2.2 Interpretation Appeals. Appeals related to the building official's interpretation of Florida Statutes, or the Florida Building Code may be made to the Florida Building Commission. Appeals related to the building official's interpretation of Florida Statutes, the Florida Building Code, or the Town's local amendments may be appealed to the Palm Beach County Construction Board of Adjustment and Appeals, so long as an Interlocal Agreement exists between the Town and the County for such purpose. A written notice of appeal shall be submitted to the Palm Beach County Construction Board of Adjustment and Appeals or the Florida Building Commission within thirty (30) calendar days after a written decision is rendered by the building official. Appeals shall be in the format required by the respective agency and per F.S. Section 553.75. A copy of the appeal and the case number provided by the respective agency shall be provided to the Town of Loxahatchee Groves by the appellant.

113.3. Unsafe or dangerous buildings, structures, equipment, or service systems. In the case of a building, structure, equipment, or service system, which in the opinion of the building official, is unsafe, unsanitary, or dangerous, the building official may, in the order, limit the time for such appeals to a shorter period.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in Article 175 of the ULDC shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.

SECTION 118 CONFLICTS AND SEVERABILITY

118.1 Conflicts. Unless otherwise set forth in this article, where there is a conflict between the provisions of the Florida Building Code and this article, the provisions that are most stringent shall prevail.

118.2 Severability. If any section, subsection, sentence, clause, or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining provisions of this code.

Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing ordinance. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCILMEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
MARIANNE MILES, COUNCILMEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __ DAY OF _____, 2021.

Councilmember _____ offered the foregoing ordinance. Councilmember seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCILMEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
MARIANNE MILES, COUNCILMEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS _____ DAY OF _____, 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Councilmember Phillis Maniglia

Councilmember Marianne Miles

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 9

TO: Town Council of the Town of Loxahatchee Groves

FROM: Elizabeth V. Lenihan, Town Attorney

VIA: James Titcomb, Town Manager

DATE: November 16, 2021

SUBJECT: Consideration of Resolution 2021-70 Regarding Amending a Schedule of Rates, Fees, and Charges for Planning and Zoning, Building Permitting and Inspections, Code Enforcement and Other Services

Background

The Town most recently updated its comprehensive fee schedule in 2018 which includes limited planning and zoning fees as well as a single permit intake fee. The Town entered into a contract with Safebuild to provide “turnkey” building and code services, replacing the interlocal agreement with Palm Beach County for building permitting and inspections. In order for the Town to establish its own permitting and inspection’s function, it must first adjust the current schedule of rates, fees, and charges to include all services provided by the Town, including those previously provided by the County under the interlocal agreement.

The proposed comprehensive fee schedule becomes effective January 3, 2022.

Recommendation

Move that Town Council adopt **Resolution 2021-70** regarding amending a schedule of rates, fees, and charges for planning and zoning, permitting, code enforcement, and other services

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TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2021-70

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING, CODE ENFORCEMENT, AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2013-01 set forth fees and charges for limited zoning and planning services; zoning review and zoning confirmation letters and interpretations; and

WHEREAS, Resolution No. 2016-14 amended and incorporated all fees and charges assessed into one comprehensive fee schedule, which was amended by Resolutions 2017-16, 2017-81, 2018-28, and 2018-62; and

WHEREAS, Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt an adjusted schedule of rates, fees and charges relating to planning and zoning, building, code enforcement, and other services rendered by Town Government for the citizens of the Town of Loxahatchee Groves and the public; and

WHEREAS, the Town Council desires to make certain the schedule of rates, fees, and charges is available to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, THAT:

Section 1: The Town Council of the Town of Loxahatchee Groves hereby amends the schedule of rates, fees and charges attached hereto as **Exhibit “A”** and made part hereof as if fully set forth herein.

Section 2: This duly adopted schedule of rates, fees and charges shall be available at the Town Hall during normal business hours.

Section 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5: This Resolution shall take effect on upon adoption by the Town Council.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice-Mayor Laura Danowski

Council Member Marge Herzog

APPROVED AS TO LEGAL
FORM:

Council Member Marianne Miles

Elizabeth Lenihan, Town Attorney

Council Member Phillis Maniglia

EXHIBIT A **LOXAHATCHEE GROVES FEE SCHEDULE**

LAND DEVELOPMENT, INFRASTRUCTURE & SPECIAL PERMIT FEES *		
Site Plan Approval Application	\$	5,100.00
Site Plan Amendment Application	\$	2,000.00
Administrative Site Plan Amendment	\$	250.00
Preliminary Plat Application	\$	1,000.00
Plat Amendment Application	\$	1,000.00
MOT Application	\$	500.00
Variance Application	\$	3,100.00
Future Land Use Amendment Application	\$	5,100.00
Rezoning Application	\$	5,000.00
Zoning Confirmation Request Application	\$	250.00
Vested Rights Determination Application	\$	250.00
Special Exception Application - Category A	\$	5,100.00
Special Exception Application - Category B	\$	500.00
Special Exception Application - Category C	\$	250.00
Certificate of Conformity - General Request Application	\$	250.00
Certificate of Conformity - Lot Splits/Combinations Request Application	\$	250.00
Land Clearing Exemption Application	\$	250.00
Land Clearing Waiver Application	\$	250.00
Land clearing site visit	\$	125 / hour
Site Development:		
Site Development - Floodplain Development Application Fee	\$	250.00
Right-of-Way - General	2% of Construction Cost / \$500 min	
Right-of-Way - Drainage Connection to R/W line	\$	500.00
Right-of-Way - Drainage through R/W	\$	500.00
Right-of-Way - Driveway Connection to R/W line	\$	500.00
Right-of-Way - Driveway through R/W or over canal	\$	1,000.00
Right-of-Way – Utility	\$	500.00
Vegetative Removal/Land Clearing Permit Application (Residential & Non-Residential, including vacant	\$	2,000.00
Tree Mitigation-Native and Specimen Trees:		
Fee-in-lieu equivalent to three times retail value of each tree, plus installation costs		On value
Ag - based on acreage assigned Ag use code and percentage of mitigation fee		On acreage
≤ 5 acres		2%

EXHIBIT A **LOXAHATCHEE GROVES FEE SCHEDULE**

5.01-20 acres		5%
> 20.01 acres		10%
Restoration plan application fee		
Infrastructure:		
Residential		250.00
Non-residential		500.00
Communications & Utility		2% of Construction Cost / \$500 min
Survey Review (per survey including updates & corrections)		\$ 125 / hour
Address Assignment or Change		\$ 500.00
Sign (including temporary) Permit Application		\$ 500.00
Conditional Use / Special Use		\$ 1,000.00
Annexation Application Fee		\$ 1,250.00
PUD Approval &/or Amendment		\$ 2,000.00
Comp Plan/ULDC Text Amendment		\$ 2,000.00
Zoning Amendment		\$ 2,000.00
Development Approval Extension		\$ 500.00
Temporary Construction Trailer		\$ 100.00
Temporary Use/Special Event Permit		
Large Events (Parade, Concert, Carnival, Sidewalk Sale, Food Truck Events, etc.)		\$ 300.00
Mid-Sized Events (more than 50 – 100 ppl)		\$ 150.00
Small Events		\$ 50.00
Garage Sale permit		\$ 25.00
Expedited or out of sequence application review (in addition to regular fees & charges)		3X permit fee
Retroactive permit		4X permit fee

** All above fees are application or submittal fees and are subject to additional cost recovery fees for professional time and materials plus 10% administrative costs as noted below*

PLAN REVIEW FEES	
Pre-application meeting	\$550/hour
Revision (per resubmittal plus additional per sheet/attachment)	\$100 / resubmittal + \$20 / additional sheet
Application Sufficiency review	\$ 100.00
Each review after third review	4X permit fee

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

Alternate methods / Material processing	\$	900.00
Verification on LOMR or mitigation affidavits (in addition to FEMA)		
FEMA community acknowledgement on LOMR, per building/lot	\$	100.00
Mitigation affidavit, per system, each building	\$	75.00
Expedited or out of sequence plan review		
Residential - regular plan review fees	\$	430.00
Commercial < 5,000Sf - regular plan review fees plus	\$	875.00
Commercial > 5,000Sf - regular plan review fees plus	\$	1,875.00
BASE BUILDING PERMIT FEES		
Valuation Range Fees (includes plan review + inspection)		
up to \$10,000	\$	250.00
\$10,001 - \$100,000		2%
100,001 - 500,000		1%
500,001 - 1,500,000		1%
1,500,001 and up		1%
Submittal Fees (due with application for detached single family homes. Credited towards permit fees above.		
0—800 square feet	\$	500.00
801—1,399 square feet	\$	750.00
1,400—1,999 square feet	\$	1,000.00
2,000—3,599 square feet	\$	1,500.00
3,600 and larger square feet	\$	2,500.00
Retroactive permit after start of construction		4X permit fee
ADDITIONAL BUILDING PERMIT FEES		
AC Change outs		
Residential per unit	\$	100.00
Commercial per unit	\$	150.00
Accessory buildings		
Prefab 50SF - 120SF	\$	50.00
Prefab 121 SF - 400 SF	\$	100.00
Site Built 50SF - 120SF	\$	100.00
Site Built 121SF - 400 Sf	\$	200.00
401SF and over		On valuation

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

AG exemption processing (includes but not limited to Non-Residential Farm Buildings)	\$	200.00
Awnings/canopies/tents/membrane structures per 2000SF. Excludes electrical	\$	100.00
Concrete Slabs		
Per 20,000SF or less (no inspection)	\$	50.00
Per 20,000SF or less (with inspection)	\$	100.00
Demolition permits		1% of value
Door and window replacements:		
Windows and/or entry doors, per 20 openings or increment	\$	100.00
Windows and/or entry doors with shutters, per 20 openings or increment	\$	200.00
Shutters, per 20 openings or increment	\$	150.00
Garage doors, per 3 openings or increment	\$	100.00
Excavation with 1 & 2 family dwelling (w/inspections)	\$	150.00
Roofing:		
New roofs		On valuation
1 & 2 family residential:		
Pre-approved flat roofs (less than 4 squares)	\$	150.00
With individual plan review	\$	100.00
Repairs (less than 2 squares and under \$2,500)	\$	75.00
Fences, barriers, railings, & site walls:		
Residential fence (no inspection)	\$	75.00
Residential fence w/inspection required	\$	125.00
Pool barrier (with plan review and inspection)	\$	100.00
Commercial fences, with inspection, per 500 L.F. or portion	\$	100.00
Site walls, per 500L.F. or increment	\$	150.00
Screen/aluminum construction:		
Carport or porch (open wall or screened)	\$	150.00
Pool enclosures	\$	200.00
Wall screen, doors (non-structural):		
With individual plan review	\$	100.00
Repairs to existing construction	\$	75.00
Walls infill: (under existing roof, including electric)	\$	150.00
Swimming pool & spa heaters: New, w/supply lines (w/plan review & inspections)	\$	150.00
Water or pool heater replacements 1&2 family	\$	100.00
Landscape irrigation systems:		
1&2 family dwellings, (if scope of work is not in a primary permit)	\$	100.00
Other than 1 & 2 family dwellings		On valuation

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

Electric:		
Temporary poles (no plan review)	\$	100.00
Service change: (includes service disconnect and/or meter can and/or panel)		
1 & 2 family (with plan review & one inspection)	\$	100.00
Commercial, per 400 amps or part (With plan review & one inspection)	\$	100.00
Site lights, per 5 poles or parts	\$	100.00
Low voltage:		
Dwelling unit, each	\$	75.00
Commercial systems		On valuation
Fire protection systems	\$	75.00
Fire alarms:		
Sub-permit	\$	75.00
Primary		On valuation
Hood, Commercial (excludes suppression system), each	\$	100.00
Phone/CATV service (or prepay per II.E.2.b, if master plan)	\$	75.00
Repairs, & other work:		
≤ \$2,500.00 value	\$	75.00
> \$2,500.00 value		On valuation
Standby generators:		
Generator electric only, 1 & 2 family dwelling	\$	150.00
Generator and/or tank and/or lines, 1 & 2 family dwelling	\$	250.00
Other than 1 & 2 family dwellings		On valuation
Gas or fuel tank and lines:		
Below 501 gal, per new tank, and/or lines only and/or remove	\$	100.00
Larger capacities, per tank	\$	150.00
Replacements	\$	100.00
Utility connections:		
Water or sewer line, house & main connection	\$	75.00
Water meters (if not set by utility):		
Each 1 or 2 family dwellings	\$	75.00
Others		On valuation
BUILDING INSPECTION FEES		
Unproductive Inspection - Inspection (defined as not ready for inspection, no building access, no plans, no permit or no Notice of Commencement (NOC) on site, no site access, or site / building too dangerous to inspect.	\$	50.00

EXHIBIT A
LOXAHATCHEE GROVES FEE SCHEDULE

Unscheduled Inspection - Unscheduled inspection shall be performed at a fee of \$50.00 per request, and contingent upon the availability of inspectors	\$	50.00
After hours Inspections (weekdays / two-hour minimum) Upon written request three (3) days in advance, payment of appropriate fees, contingent upon the availability of inspectors. Inspections outside normal work hours shall be charged as follows: On weekdays, a two-hour minimum at \$75 per hour is charged. On weekends, a two-hour	\$	75.00
Re-inspection:		
1st re-inspection	\$	50.00
2nd re-inspection without "correction" done	\$	100.00
3rd and subsequent re-inspection without "correction" done	\$	300.00
General or special inspections:		
Advisory, first on site hour or part	\$	100.00
Plus, each additional hour or part	\$	75.00
Electrical waiver power release inspection (1 meter)	\$	150.00
Plus, each additional meter (same trip)	\$	20.00
Sectioning building for incremental/partial inspections, per section	\$	250.00
Final inspections by affidavit	\$	100.00
C/O or C/C inspections:		
CO or CC <24 hour notice	\$	250.00
CO or CC more 24 hour notice		no charge
Temporary C/O or C/C. Each for a 30 day period.		
On residential dwelling units, each unit and each condition	\$	150.00
On commercial work, each building and each condition	\$	500.00
Partial C/O or C/C		
On residential dwelling units, each	\$	300.00
On commercial work, each building	\$	1,000.00
CODE ENFORCEMENT FINES & FEES *		
Hourly Rates:		
Nonsupervisory		
Code Officer	\$	80.00
Building Inspector	\$	110.00
Fire Inspector	\$	110.00
Permit Technician	\$	50.00
Code Enforcement Clerk	\$	50.00
Supervisory	\$	100.00

EXHIBIT A **LOXAHATCHEE GROVES FEE SCHEDULE**

Consultant	\$	125.00
Services/Subpoena	\$	150.00
Recording fees & cost	\$	25 + actual cost
Code Enforcement Stipulation Agreement	\$	100.00
Code violation verification letter	\$	75.00
Tree mitigation violations:		
Fine for removing trees	2x mitigation rate + restoration plan approval	
After the fact site inspection (per hour per visit)	\$	500.00
Irreparable & irreplaceable damage	\$	\$5,000 per tree per day
Manure/bedding dumping:		
1st offence (existing fee section 30-47)	\$	250.00
2nd offence (existing fee section 30-47)	\$	500.00
Unpermitted hauler	\$	2,000 per occurrence
Improper disposal of waste (existing fee Section 38-25)		
First offense	\$	100 / load / day
Second offense	\$	250 / load / day
Third Offense	\$	400 / load / day
Each additional offense	\$	500 / load / day
Yard sale signs > 3 days (Existing Section 80-035)	\$	100.00
General Violations per violation day unless otherwise specified	\$	500.00
Irreparable & irreplaceable damage	\$	5,000 per occurrence
<i>* Certain fees above will also be subject to additional cost recovery fees for professional time and materials plus 10% administrative costs as noted below</i>		
ADMINISTRATIVE FEES		
Records requests, customer request for files, investigation or research, etc (requires deposit)		
Nonsupervisory	\$50 /hr (\$80/hr licensed)	
Supervisory	\$75 /hr (\$100/hr licensed)	
Consultant	\$100 /hr (\$120/hr licensed)	
Replacement/additional documents:		
Copies	\$ 0.20 / page	
Certified Copies	\$1 / page	
Color Photographs (on photo paper)	\$5.00 / photo	

EXHIBIT A

LOXAHATCHEE GROVES FEE SCHEDULE

Reproduction of Audio CD's/Video DVD's	\$10 / CD or DVD
Certified Permit duplicate	\$40 / permit duplicate
Certified C/O or C/C (after initial free copy)	\$40 / certified copy
Plan re-stamp or additional set, base	\$60 + printing cost / set
Postage	Actual Cost
Revision of record:	
Contractor change or "to be determined"	\$ 75.00
Owner change	\$ 50.00
Lot change (within plat, after tech review of original plan)	\$ 300.00
Liens	
Lien Search Request	\$ 25.00
Lien reduction initial application	\$ 250.00
Release of Lien application	\$ 250.00
Release of Lien recording fee	\$25 + Actual cost
Construction Lien law notice	\$ 25.00
Renew or extend permit or application: (may require additional impact, building, or other fees, if increases have occurred since original application) Within 180 days of inactive status	30% of permit fee / \$100 min

UNIQUE PERMITS, OTHER FEES & CHARGES	
Special processing of permits: Extra fee (Affidavit process with building official approval, special foundation	
Simple projects	\$ 150.00
Complex projects or new construction	\$ 300.00
Unique Permits & Other Requested Work:	
Administrative Staff	\$50 /hr (\$80/hr licensed)
Supervisor	\$75 /hr (\$100/hr licensed)
Licensed Professional Ch 468 F.S.	\$100 /hr (\$120/hr licensed)
Business Tax Receipts:	
Initial Application	\$ 75.00
Reclassification	\$ 50.00
Renewal	\$ 25.00
Manure Permit - Haulers	\$ 600.00
Manure Registration - Property Owner	no charge
RV registration	\$ 50.00 / per RV
RV rental space site availability verification	no charge
RV solid waste fee	Contractor Fee Schedule

EXHIBIT A

LOXAHATCHEE GROVES FEE SCHEDULE

Foreclosed / abandoned / vacant property registration	\$	200.00
Room Rental (Council Chambers)	\$200.00 / hr + actual costs (COVID Cleaning, staff time, etc)	
Room Rental (Conference Room)	\$100 / hr + actual costs (COVID Cleaning, staff time, etc)	
Overdue accounts		1.5% monthly
Returned checks		5% or \$20
Technology fee		1%
DPBR Surcharge		1%
DCA Surcharge		1%
NOTES		

The fees and permits included herein are in addition to any other applicable fees and permits required by other agencies.

Requirements:

- 72 hour minimum (3 business days) review time to initially process applications and permits.
- All applications submitted must be completed properly, include all required documents and necessary fees/payments. Incomplete applications will not be processed.
- Failure to obtain permits, exemption requests/waivers and/or other approvals will result in 4x fees noted above.
- BTR admin charges above are for application only; fee by business category set forth by existing separate
- All Land Development, Infrastructure & Special Permit Fees are subject to cost recovery plus a ten percent (10%) Administrative Fee. Cost recovery includes time and materials and may require a deposit.
- Site visits, use of outside professionals, additional research, etc. related to land development, infrastructure, special permits, code enforcement, RV registration, manure hauling/registration will also be subject to cost
- This fee schedule may not include all fees and charges where provided by separate Town resolutions, ordinances

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 10

TO: Town Council of the Town of Loxahatchee Groves

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: December 7, 2021

SUBJECT: Resolution No. 2021-71 Approving Interlocal Agreement with Palm Beach County for Collection of County Levied Impact Fees from Applicants within the Town

Background

The Town entered into a contract with SAFEbuilt to provide “turnkey” building and code services, replacing the interlocal agreement with Palm Beach County for building permitting and inspections. As part of the Town establishing its own permitting and inspection function, it must enter into the accompanying interlocal agreement with the County to collect required impact fees from applicants within the Town.

The agreement is being brought tonight as the Town’s interlocal agreement for building services with Palm Beach County terminates on January 3, 2022.

Recommendation

Move that Town Council adopt **Resolution No. 2021-71** approving interlocal agreement with Palm Beach County for collection of County levied impact fees from applicants within the Town.

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RESOLUTION NO. 2021- 71

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR COLLECTION OF IMPACT FEES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Palm Beach County (County) has adopted countywide impact fees pursuant to the Palm Beach County Charter; and

WHEREAS, the Town of Loxahatchee Groves (Town) is to begin issuing building permits for properties within the Town; and

WHEREAS, the Town desires for the County to continue to collect impact fees, in accordance with Section 13.A.7.A.2 of the County's Unified Land Development Code; and

WHEREAS, the County and the Town desire to enter into an Interlocal Agreement for the collection of impact fees; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Interlocal Agreement with Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the Interlocal Agreement with Palm Beach County, attached hereto as Exhibit "A", subject to any changes requested by Palm Beach County that are acceptable to the Town Manager and Town Attorney. The mayor is authorized to execute any and all documents to implement the Interlocal Agreement, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMEBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____, 2021.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Office of the Town Attorney

Council Member Marianne Miles

Council Member Phillis Maniglia

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2021-71

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING, CODE ENFORCEMENT, AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2013-01 set forth fees and charges for limited zoning and planning services; zoning review and zoning confirmation letters and interpretations; and

WHEREAS, Resolution No. 2016-14 amended and incorporated all fees and charges assessed into one comprehensive fee schedule, which was amended by Resolutions 2017-16, 2017-81, 2018-28, and 2018-62; and

WHEREAS, Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt an adjusted schedule of rates, fees and charges relating to planning and zoning, building, code enforcement, and other services rendered by Town Government for the citizens of the Town of Loxahatchee Groves and the public; and

WHEREAS, the Town Council desires to make certain the schedule of rates, fees, and charges is available to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, THAT:

Section 1: The Town Council of the Town of Loxahatchee Groves hereby amends the schedule of rates, fees and charges attached hereto as **Exhibit “A”** and made part hereof as if fully set forth herein.

Section 2: The Town Council of the Town of Loxahatchee Groves further hereby authorizes the Town Manager to modify and amend the schedule of rates, fees, and charges from time to time in his or her discretion, subject to annual approval by the Town Council.

Section 3: This duly adopted schedule of rates, fees and charges shall be available at the Town Hall during normal business hours.

Section 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6: This Resolution shall take effect on upon adoption by the Town Council.

Council Member _____ offered the foregoing Resolution. Council Member seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice-Mayor Laura Danowski

Council Member Marge Herzog

APPROVED AS TO LEGAL
FORM:

Council Member Marianne Miles

Office of the Town Attorney

Council Member Phillis Maniglia

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From: [Elizabeth Lenihan](#)
To: [Lakisha Burch](#)
Cc: [James Titcomb](#); [Michael Burke](#)
Subject: Attorney-Client Session
Date: Monday, November 22, 2021 2:31:29 PM
Attachments: [Attorney-Client Session Notice 112221.docx](#)

Lakisha-

At the Town Council meeting on December 7th, I intend to request that Town Council meet for an attorney-client session. If approved, it will be held during a special meeting on December 14th. A draft Notice for the December 14th Attorney-Client Session is attached. This may need to be modified prior to use depending on action taken by Town Council on December 7th.

Thanks!

Elizabeth Lenihan
*Board Certified City County and Local
Government Attorney*

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(561) 686-8700
(561) 686-8764 fax
elenihan@torcivialaw.com
www.torcivialaw.com

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE COLLECT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. WE WILL REIMBURSE YOU FOR YOUR EXPENSES. THANK YOU.

ATTORNEY-CLIENT SESSION

TUESDAY, DECEMBER 14, 2021 10:00 AM

Attorney-Client Closed Door Session

Pursuant to section 286.011(8), Florida Statutes, the Town Attorney announced her desire for advice from the Town Council concerning pending litigation, specifically regarding settlement negotiations and strategy related to litigation expenditures in the case of 444 B Road, LLC and 556 B Road, LLC v. Town of Loxahatchee Groves, Florida, Case No. 2020-CA-000436 and the case of Elaine Smiley, Seth Brier, Country Corner General Store “LLC”, and 556 B Road, LLC v. Town of Loxahatchee Groves, William F. Underwood, II, and Underwood Management Services Group, LLC, Case No. 2018-CA-002087(AF), both in the circuit court of the 15th Judicial Circuit, in and for Palm Beach County, Florida and she requested an attorney-client session to be scheduled for

December 14, 2021 at 10:00 a.m.

The Town Attorney made this request at the Town Council’s public meeting held on December 7, 2021. The session will be attended by the members of the Town Council Mayor Robert Shorr; Vice Mayor Laura Danowski; Council Members Phillis Maniglia, Marge Herzog, and Marianne Miles; Town Manager Jamie Titcomb; Town Attorney, Elizabeth Lenihan; and outside counsel Michael Burke. A certified court reporter will be present to ensure that the session is fully transcribed and the transcript will be made public upon the conclusion of the above-cited, ongoing litigation. The estimated length of the attorney-client session will be approximately 60 minutes.



Solution Overview

Presented to Town of Loxahatchee Groves, FL

June 26, 2020

Presented by:

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Regional Sales Manager

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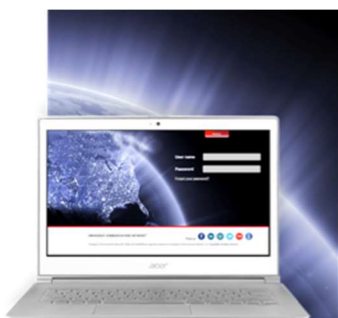


EMERGENCY AND CRITICAL COMMUNICATIONS

OnSolve provides the industry's most proven and easy-to-use notification services capable of reaching hundreds of thousands of citizens in minutes. The company has been in the critical communications business for nearly two decades, developing and implementing the technology that has delivered more than a billion messages across North America.

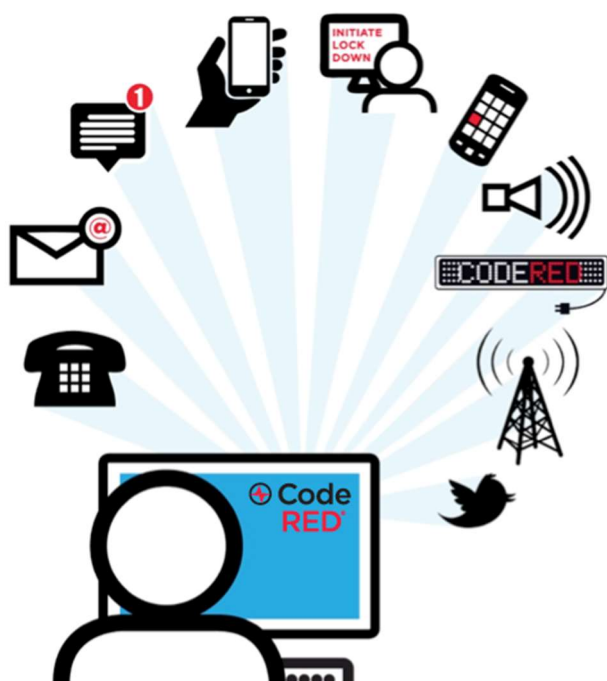
The OnSolve web-based product suite features three hosted solutions for municipalities:

- **CodeRED®** for community and staff notifications
- **CodeRED Weather Warning®** for automated severe weather alerts
- **CodeRED for IPAWS** providing integrated access to the nation's alerting system



CodeRED

The CodeRED solution was designed specifically for government and public safety officials to record, send and track personalized voice, email, text and social media messages to citizens, as well as staff. OnSolve employs a proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system in operation since 1998.





CodeRED Mobile Alert app

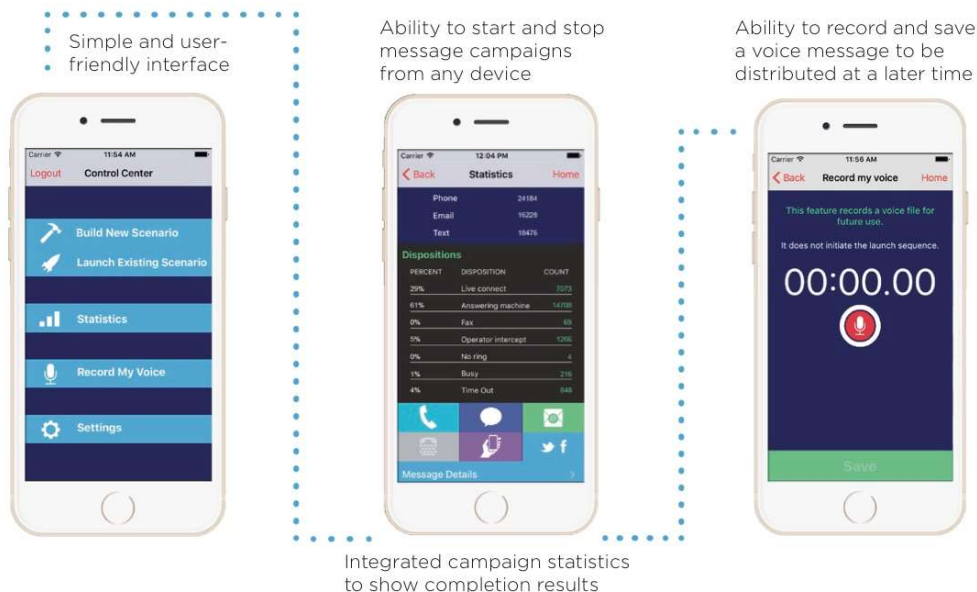
This latest innovation in the public safety arena answers the question asked by many Emergency Managers nationwide – “How do we communicate with people in our jurisdiction who do not reside here?”

The answer is by using a location-based method to deliver CodeRED initiated messages. The CodeRED Mobile Alert app is geo-aware and sends push notifications to a subscriber’s device when alerts are issued for their current geographical location. This advanced technology enables local officials which utilize CodeRED to reach those individuals passing through their jurisdiction and helps to also protect citizens traveling outside their local coverage area.

MOBILE LAUNCHING CAPABILITIES

The world has become increasingly mobile and therefore, OnSolve has developed tools to meet the specific needs of our clients. This includes the ability to create and send notifications on the go, from any location at any time via a mobile device.

The CodeRED Launcher app, which can be used on any Android, iOS or Windows device, allows users to quickly and easily build scenarios, utilize saved scenarios, launch to existing contact groups, select a geographic calling area via the map, and launch ad hoc notifications across all modes of dissemination. The app also provides users with a detailed view of statistics in order to analyze each notification sent.



The CodeRED Launcher app empowers users to launch notifications immediately from the field

TWO-WAY MESSAGING CAPABILITIES

Two-way messaging allows system users to collect real-time responses from your message recipients; helping you make better informed decisions, fulfill open shifts, track resources, enable two-way dialogue, and more.

When a two-way enabled message is sent, recipients receive a custom URL directing them to a responsive web form displaying their available responses. System users can then:

- View and track all responses via detailed analytics
- Establish a pre-determined expiration time for required responses
- Attach documents, pictures or files containing additional information
- Enable simple yes/no survey responses or text fields

Message Builder

Email Text **Replies***

Reply Page Creation

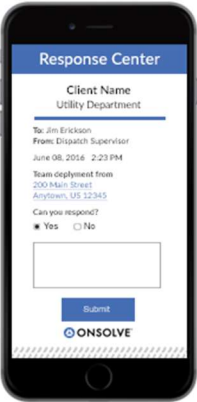
Team activation. Can you respond? If so, what is your estimated time of arrival?

Message length (limit to 250 characters): 80 characters

☒ Add a yes/no response
☒ Add a text box response

Duration to accept replies: 3 Hours 0 Minutes

Hours
Minutes



Response Center

Client Name
Utility Department

To: Jim Erickson
From: Dispatch Supervisor
June 08, 2016 2:23 PM

Team deployment from
200 Main Street
Anytown, US 12345

Can you respond?
☒ Yes ☐ No

ONSOLVE

Name	Device	Current Status	Time	Yes/No	Reply Message
Harper, Troy	386931	Replied	1:20:43	Yes	Delayed by traffic
	tharper@ecnetwork.com	Opened	1:22:15		
Smith, John	386497	Received	1:20:43		
	jsmith@gmail.com	Replied	1:20:28	No	Out of town
Heaton, Mike	386503	Delivered	1:20:45		
	mheaton@wazoo.com	Replied	1:20:44	Yes	
Vickers, Patty	386569	Delivered	1:20:46		



Simple implementation

The CodeRED system is operational immediately and can be ready for use today. With no equipment to install or phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling database and local maps are provided by OnSolve and are instantly available to enable users to easily target residents and businesses by specified area.



Ease of use

The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, the feature rich interface was built with a simple three step process to initiate critical communications. Messages may be launched by authorized users via telephone or the Internet, from anywhere at any time.



Training and refresher courses are regularly provided via live web-based seminars to ensure your staff is always comfortable with the system and confident in their ability to launch a notification.



Live client support

Available 24/7/365, the OnSolve Client Support Team is staffed by knowledgeable individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds, to stay on top of developing situations; when appropriate, they will also reach out to clients to provide suggestions and support for system use.

Technology

CodeRED's robust platform is built upon a sophisticated infrastructure which includes multiple built-in redundancies to support thousands of jobs running simultaneously.

Proprietary trademarked technology is used to ensure messages are delivered in their entirety regardless if the call is picked up by a person, or by an answering device. If a call is missed, message recipients may simply dial the system back via the toll-free number displayed on their caller ID to hear the last message delivered to their phone. This Universal ANI® feature is not only convenient for the recipients of notifications; but, it also relieves inbound call congestion on your personnel and often overworked emergency lines.

Furthermore, OnSolve manages its entire network in-house, maintaining control over dialing systems and not relying on any third-party or shared lines to place calls. This dedicated network ensures client jobs initiate immediately and do not have to be queued or competed by available phone lines with other dialing priorities. Most importantly, by eliminating any dependence on third-party Service Level Agreements (SLAs), an entire layer of potential failure is removed.

Speed

The OnSolve infrastructure maintains a massive system capacity that is able to transmit millions of messages an hour. Each account is throttled and system resources are allocated to match the local telephone infrastructure, resulting in more connected calls, less network congestion, and fewer busy signals. The CodeRED system was built for use during time-sensitive situations, when ensuring communications are delivered as quickly as possible, is what matters most.

Mapping

Mapping is available for use when messages need to be geographically targeted. The web-based mapping interface, written by OnSolve, is both intuitive and easy-to-use. CodeRED utilizes ESRI mapping as a foundation and has created area selection tools that range from polygons to simple paint brush tools, allowing users to quickly become familiar with the map's features. OnSolve hosts all components of the mapping interface, relying on no third-party providers.

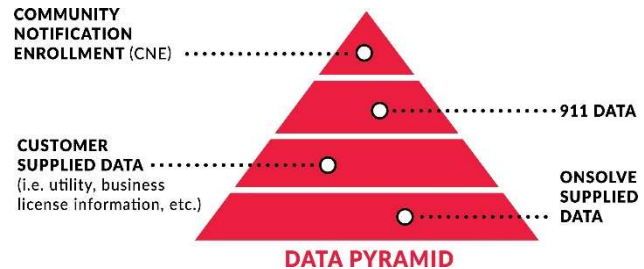


OnSolve includes local mapping with your CodeRED license and has the ability to provide custom maps using client supplied GIS layers, or by integrating client supplied street layer mapping to the ESRI foundation. With CodeRED there is no requirement for client communities to purchase GIS software and there is also no need for you to utilize internal resources to host, maintain, or update maps.

Calling data

Each client accesses a database which is populated by multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by the OnSolve custom multi-layer geo-coding service.

OnSolve provides initial calling data for immediate use; this allows communities to be up and running on CodeRED quickly. Data is acquired through various commercial sources and includes both residential and business data, as well as some mobile phones and VoIP numbers. This data is provided at no additional cost and serves as the foundation for each client's database.



The middle data tier is supplied by the client.

Communities using CodeRED typically provide data from their local utilities as well as their 911 data. OnSolve geo-codes all client supplied data as a standard part of the database building process.

And finally, the most accurate layer of the pyramid is created by entries to the Community Notification Enrollment (CNE) page. OnSolve provides a custom Web page for each community, allowing residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements, to further populate the database. All information added to the CNE is instantly available for use within CodeRED.

Validata®

The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid, are removed to create a cleaner, more efficient calling list.

Internal use

The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. OnSolve developed this multi-channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs, and official comment direction. With a few clicks of the mouse, multiple groups, an individual group, or specific group members can quickly be contacted. Users select the best way to send alerts and can then verify the information was delivered rapidly and accurately.



Integrated Public Alert and Warning System (IPAWS)

OnSolve, the first vendor to successfully submit a job into the IPAWS program, has developed a Message Origination application within CodeRED for launching IPAWS messages. This functionality is made available to individuals who are authorized to use IPAWS and opens up a new communication channel - an Alert Disseminator - in support of the FEMA program. **(Note: there is a fee associated.)**

Affordability

OnSolve has priced its CodeRED solution to be cost-effective. There are no set-up fees to pay, no equipment to buy, no phone lines to lease, and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data, and database clean-up are all included.

The OnSolve pricing structure is calculated based on population and is designed to be FEMA friendly to help communities qualify for reimbursement when eligible.

Currently, CodeRED is used every day by clients from coast to coast across the U.S. and in Canada. To find out why the CodeRED high-speed notification solution has been selected as the preferred platform for critical communications by your colleagues time and again, we would be pleased to provide a list of clients who use CodeRED upon request, so you may hear directly from them regarding the advantages of the system.

Cost Proposal (PRICING GOOD FOR 90 DAYS FROM 06/26/2020)

Keep staff and residents safe and informed with the CodeRED system with quick notifications of time-sensitive information, emergencies, and day-to-day operational updates. Send targeted emergency and community notifications to mobile subscribers located in specific geographic areas within your jurisdiction.

A one (1) year license includes

- CodeRED system set-up and training
- 5,250 minutes for emergency and general calling, replenished annually
- Unlimited text, email and social media messaging and social sharing
- Unlimited use of the CodeRED Launcher App
- Initial residential + business calling database with ongoing updates
- OnSolve standard mapping and geo-coding
- Unlimited Two-Way messaging
- Unlimited notifications to citizens via CodeRED Mobile App
- Unlimited groups for internal alerting, with unlimited contacts
- Unlimited RSS Feed and Website Widget Alerting
- Daily, weekly and monthly call scheduling options
- Unlimited message templates
- Emergency and General database
- Universal ANI and customizable Caller ID
- Includes an complimentary kick off ALL CALL to announce system
- 24/7 technical support
- Complimentary system time for testing and training
- Design and hosting of custom Web page for community enrollment
- Unlimited users
- Text to Enroll included
- Pro-rated bridge options

\$1,750.00 = Annual Cost (Based on population of 3,500)

Alternative Pricing Options:

\$ 2,100.00 = Annual Cost Unlimited Emergency calling, with 3,150 minutes for general calling
Plus all items listed above.

\$2,600.00 = Annual Cost Unlimited calling. Plus items above.

All information contained within this document is Confidential and Proprietary to OnSolve, LLC



Public Safety and Government Alerting Solution

Agencies across the U.S. and Canada rely on CodeRED every day to connect with residents and staff, providing the information they need, when they need it, in minutes.

Designed to enable local government and public safety officials to record, send, and track personalized voice, email, and text messages to residents and staff in minutes, CodeRED® serves as a critical part of emergency management preparedness plans.

Speed and Reliability

When seconds count, your agency can rely on the CodeRED high-speed community and emergency notification system. In fact, the CodeRED system provides some of the fastest delivery speeds in the industry. OnSolve™ has uniquely built and maintained every aspect of its infrastructure, providing clients with the highest levels of reliability and speed. The CodeRED system has been battle tested, relied upon and used by clients across North America during historic weather events and disasters.

Mapping

The CodeRED system features advanced Esri-based mapping, allowing for the most precise targeted messaging. The system's proprietary mapping interface allows users to find a specific address, load their own shape files quickly, or select a radius around the location of impact, among other advanced features. There is no requirement for clients to purchase GIS software and no internal staff resources are needed to host, maintain or update maps. OnSolve employs full time GIS experts to manage our mapping services.

From the CodeRED interface, authorized users can send IPAWS messages via:

- Emergency Alert System (EAS)
- Wireless Emergency Alerts (WEA)
- National Weather Service (NWS)
- COG to COG and Public Alert Feeds

Simple implementation

As a Software as a Service (SaaS) solution, the CodeRED system is ready to use immediately. With no equipment to install or phone lines to add, authorized users simply login to the CodeRED system with their credentials. An initial calling database and local maps can be provided by OnSolve™ and are instantly available for enable users to easily target residents and businesses by specified area.

Ease of use

CodeRED was designed to be easy to use even under the most strenuous of conditions. The feature-rich interface has a simple three-step process to initiate critical communications. Messages may be launched by authorized users via telephone or any device connected to the Internet, from anywhere at any time.

Training and refresher courses are regularly provided via live Web-based sessions to ensure your staff is comfortable with the system and confident in their ability to send a notification.

Live client support

Available 24/7 every day of the year, the OnSolve client support team is staffed by individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds to stay on top of developing situations and when appropriate, they reach out to clients to provide suggestions and support for system use.

The CodeRED platform lets you:



Reliably send messages through a Web-based solution



Track message by open, format (email or text), and response (if applicable)



Poll and track responses via simple survey using yes/no response options. If text responses are enabled, recipients may respond with a personalized message



View and track all responses in real-time, giving you visibility into the most up-to-date information



Set a pre-defined expiration time to keep information timely and relevant, with times ranging from 10 minutes up to 24 hours



Attach documents with your communication to provide important information to recipients like a photo of a missing individual, event fliers, maps of affected areas, etc.



Two-way messaging to interact directly with residents, staff and stakeholders, enabling responses and two way dialogue via email and text.



Flexible delivery channels utilized in your messages to accommodate device types and preferences



Display messages consistently across all device types for a streamlined user experience

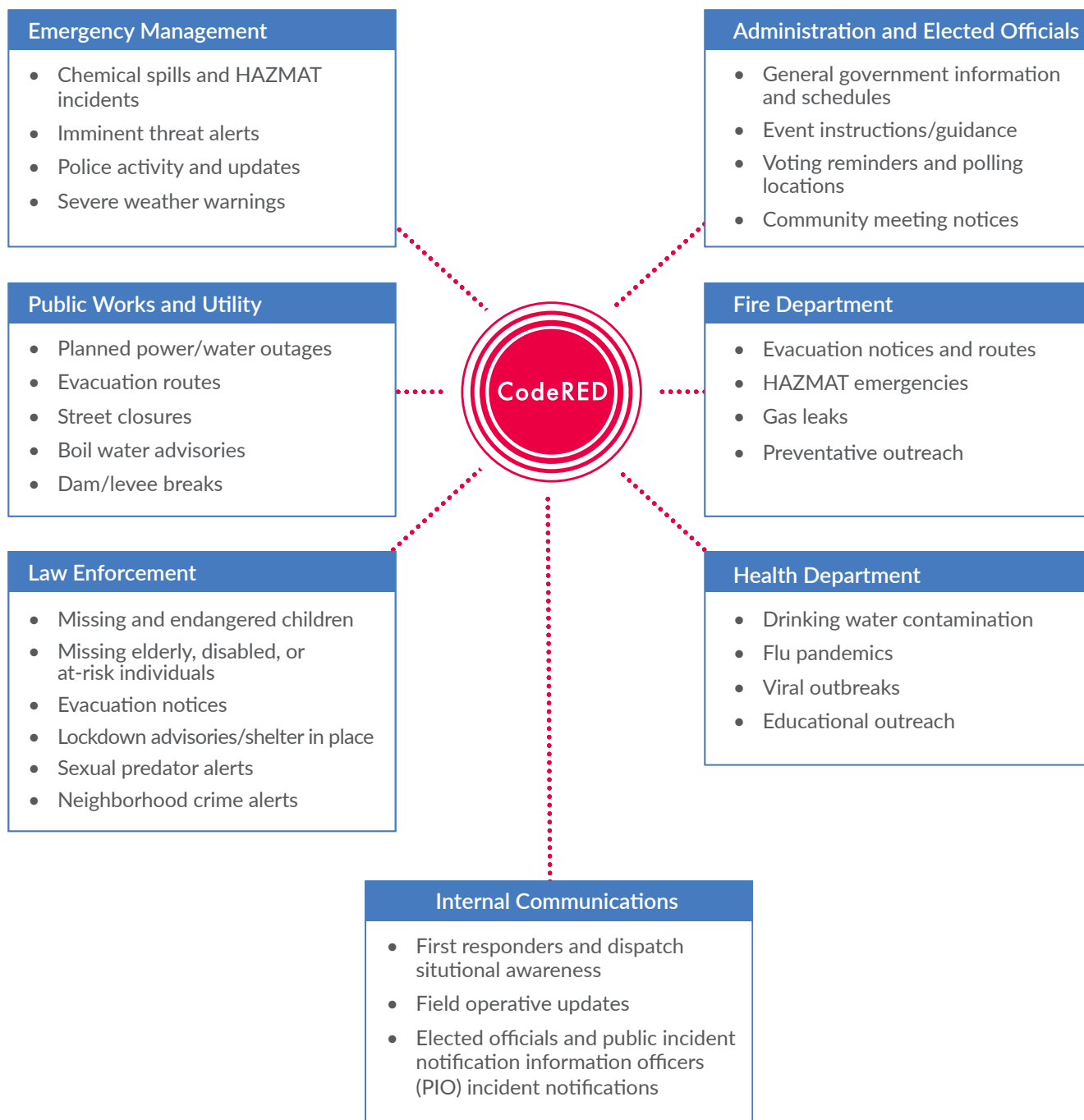
Why CodeRED

When your jurisdiction experiences any situation which requires immediate communication, public safety and government officials turn to CodeRED as a powerful and efficient tool to help disseminate information to residents, visitors and staff.

With enhanced precision, the proprietary CodeRED mapping interface allows you to geo-target messages to targeted impacted audiences ensuring your notifications are not only timely, but relevant.

OnSolve understands the needs of communities of all sizes; that's why CodeRED provides a one-stop, full-service, Software-as-a-Service solution, backed by people with the expertise to assist when needed.

How CodeRED is used by communities like yours:



Why Clients Choose OnSolve

The OnSolve philosophy is one of partnership. Our representatives act as consultants, working closely with you to find the solution best for your organization. We focus on establishing a working relationship that will last and providing products that will that will continue to meet your agency's needs.

Besides offering one of the most reliable and proven notification solutions on the market, we offer a full line of professional managed services. Our world-class support team is available to you around-the-clock during emergencies, serving as a extension of your staff.

OnSolve: Always on. Solving communication challenges.

OnSolve is the market leader in real-time, mass notification and collaboration solutions used by the world's largest brands and thousands of government agencies to deliver critical information in any situation. Mass notification and collaboration is an essential element of emergency response and business continuity planning, keeping teams on track and coordinating during critical events. The OnSolve suite of critical communication tools is a key component of the business continuity, emergency response, IT alerting, employee safety, and security programs of every organization we serve.

CodeRED is used every day by clients from coast to coast across the U.S. and in Canada.