



## Town of Highland Beach Notice of Public Meeting Protocol

The Town of Highland Beach is committed to serving the needs of the public while also working to ensure the safety and health of the town's staff, the community, and visitors alike. In accordance with the State and the County's easing of the COVID-19 restrictions, effective June 01, 2021, all town departments reopen with regular operating hours.

That said, as an added layer of protection for the safety of all attending meetings in the Commission Chambers, the wearing of facial coverings or masks are strongly encouraged. Also, until further notice, social distancing requirements and in-person meeting capacity limits remains in place. For those interested, Zoom Video Communications and telephone participation are offered.

The following information is guidance for preregistration for in-person, Zoom or telephone participation, and for viewing and providing public comments at the meeting:

### **PREREGISTRATION FOR IN-PERSON ATTENDANCE/PARTICIPATION AT ALL MEETINGS:**

- All interested persons, Quasi-Judicial meeting applicants, their representatives, and witnesses **must preregister** to attend/participate in a meeting by sending an email to Town Clerk Lanelda Gaskins at [publiccomments@highlandbeach.us](mailto:publiccomments@highlandbeach.us) or contacting (561) 278-4548 no later than one (1) business day prior to the meeting date (**e.g. by 4:30 P.M. on a Monday, if the meeting is scheduled for that Tuesday, etc.**) The subject matter to be discussed must be included in the preregistration request. If the meeting is a **Public Hearing Quasi-Judicial meeting**, the subject matter and application number must be included in the preregistration request.
- In-person attendance/participation will be based upon the order in which the Town Clerk's Office receives the preregistration requests. For **Public Hearing Quasi-Judicial meetings**, precedence into the Commission Chambers will be given to applicants, their representatives and/or witnesses over all others preregistered parties. The Quasi-Judicial meeting participants will also be allowed in the Commission Chambers at the time of the hearing that is relevant to their applicant/client.
- The Zoom Video Communications is an option for those individuals who are interested in participating on the meeting online or via telephone.

### **ZOOM PARTICIPATION:**

**Online or Telephone Access** – Access to the meeting will begin on the date and time of the meeting.

- To Join Meeting: All interested persons **must preregister** to participate by contacting Town Clerk Lanelda Gaskins at [publiccomments@highlandbeach.us](mailto:publiccomments@highlandbeach.us) or by calling (561) 278-4548 no later than one (1) business day prior to the meeting date (**e.g. by 4:30 P.M. on a Monday if the meeting is scheduled for that Tuesday; and by 4:30 P.M.**).

- Meeting access information and instructions will be provided to those persons two hours prior to the meeting.
- The video camera display feature will only be enabled for Public Hearing Quasi-Judicial matters and during public comments only. The video camera display feature will be disabled for public use.

For additional information on using Zoom, please visit Zoom Support by click on the following link: <https://support.zoom.us/hc/en-us>.

**Viewing Only** - To view the meeting, preregistration is not required. The public can view the meeting on the following:

- Highland Beach TV Channel 99 online streaming on the Town's website and via Highland Beach YouTube at <https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw>.

### **PROVIDING PUBLIC COMMENT:**

Persons desiring to provide public comments must do so by one of the methods listed below. Public comments will be limited to five minutes (three minutes for special Commission meeting items only) per person during the designated section of the agenda. If an interested person desires to provide written public comment, all comments must be directed to Lanelda Gaskins, Town Clerk as follows:

### **TO SEND COMMENTS IN ADVANCE VIA EMAIL:**

- To submit public comments, click on the link <https://mmportal6.teamunicode.com//> to go to the Agendas and Meeting webpage. At the top of the page click on "Public Comments" to submit your comments, or
- Submit your comments to [publiccomments@highlandbeach.us](mailto:publiccomments@highlandbeach.us).
- The Town will receive such public comments no later than two (2) hours prior to the meeting. If timely received, Town staff will read the public comment at the meeting.
- Live Zoom Video Participation - If attending via Zoom online, please follow Zoom instructions above. Once the meeting gets to the applicable public comment period, the host of the meeting will allow public participants (audio only) into the meeting from the waiting room, to provide live public comment.
- Live Zoom Telephone Participation - If attending via Zoom by telephone, please follow the instructions above. Once the meeting gets to the appropriate public comment period, the host of the meeting will allow public participants into the meeting from the waiting room, to provide live public comment.

Should you have any questions, please feel free to contact the Town Clerk's Office at (561) 278-4548.

Published: 05.26.2021 / Updated: 08.03.2021





# **TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA**

**Tuesday, January 18, 2022 AT 1:30 PM**

## **TOWN HALL COMMISSION CHAMBERS**

3614 S. OCEAN BOULEVARD  
HIGHLAND BEACH, FL 33487

### **Town Commission**

<b>Douglas Hillman</b>	<b>Mayor</b>
<b>Natasha Moore</b>	<b>Vice Mayor</b>
<b>Peggy Gossett-Seidman</b>	<b>Commissioner</b>
<b>Evalyn David</b>	<b>Commissioner</b>
<b>John Shoemaker</b>	<b>Commissioner</b>
<b>Marshall Labadie</b>	<b>Town Manager</b>
<b>Lanelda Gaskins</b>	<b>Town Clerk</b>
<b>Glen J. Torcivia</b>	<b>Town Attorney</b>

- 
1. **CALL TO ORDER**
  2. **ROLL CALL**
  3. **PLEDGE OF ALLEGIANCE**
  4. **APPROVAL OF THE AGENDA**
  5. **PRESENTATIONS / PROCLAMATIONS/ BOARD APPOINTMENTS**

**A.** Resolution No. 2022-002

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date

**B.** Resolution No. 2022-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.

**6. PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

**7. ANNOUNCEMENTS****Board Vacancies**

Planning Board - One vacancy for a three-year term.

**Meetings and Events**

January 27, 2022 - Financial Advisory Board Regular Meeting 2:00 P.M.

February 01, 2022 - Town Commission Meeting 1:30 P.M.

February 08, 2022 - Code Enforcement Board Meeting 1:00 P.M.

February 13, 2022 - Planning Board Regular Meeting 9:30 A.M.

**Board Action Report**

January (Informational Only)

[1.](#) January 2022 Board Action Reports (For Information Only)

**8. ORDINANCES**

[A.](#) Ordinance No. 2022-001 / Future Land Use Map Amendment

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting a small-scale amendment to the Town Comprehensive Plan to amend the Future Land Use Designation a 0.8315 acre parcel of land located in the Boca Cove Development along South Ocean Boulevard approximately 300 feet south of Russell Drive, as more particularly described herein, from No Future Land Use Classification to Multi Family Low Density to correct a scrivener's error; providing for severability; providing for conflicts; and providing an effective date.

[B.](#) Ordinance No. 2022-002 (Second Reading/Public Hearing)

An Ordinance of the Town of the Town Commission of the Town of Highland Beach, Florida, rezoning three (3) parcels of real property totaling approximately 1.03 acres located in the Boca Cove Development along South Ocean Boulevard approximately 300 feet south of Russell Drive, as more particularly described herein, from No Zoning Designation to the Residential Multiple-Family Low Density (RML) Zoning District to correct a scrivener's error; providing for severability; providing for conflicts; and providing an effective date. (First Reading was January 04, 2022)

**9. CONSENT AGENDA**

A. None.

**10. UNFINISHED BUSINESS**

A. Continuation of the Update on Highland Beach Fire Rescue Department

B. Continued discussion on Building Permit Pricing

**11. NEW BUSINESS**

A. Approve and authorize the Mayor to execute an agreement between the Town of Highland Beach and Terry B. Cohen, M.D., P.A. for Medical Director Services.

B. Approve and authorize the Mayor to execute an agreement between the Town of Highland Beach and Jeniel Parmer, M.D., P.A. for Assistant Medical Director Services.

C. Approve and authorize the Mayor the execute an agreement between Town of Highland Beach and Pace Branding & Marketing for ongoing marketing services.

D. Beach Sand Depletion. Commissioner Gossett-Seidman

E. Approval of Commission Meeting Minutes

December 21, 2021 Commission Meeting Minutes

**12. TOWN COMMISSION COMMENTS**

Commissioner John Shoemaker

Commissioner Evalyn David

Commissioner Peggy Gossett-Seidman

Vice Mayor Natasha Moore

Mayor Douglas Hillman

**13. TOWN ATTORNEY'S REPORT****14. TOWN MANAGER'S REPORT**

**15. ADJOURNMENT**

---

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance

**File Attachments for Item:**

A. Resolution No. 2022-002

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Commission Meeting

**MEETING DATE** January 18, 2022

**SUBMITTED BY:** Lanelda Gaskins, Town Clerk

**SUBJECT:** Resolution No. 2022-002

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date

---

## **SUMMARY:**

Consideration of Resolution No. 2022-002 ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date.

The Town Clerk's Office received two board applications for Town Commissions consideration. Currently, there is one open vacancy for a new applicant to serve as a member on the Board. The applicants names are as follows:

### **Appointment**

Paul Resnick (Braemar Isle)

David Axelrod (Toscano South)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three years and no board member may serve more than two consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Highland Beach Police Department (HBPD) reported a preliminary background check on each applicant to the Town Clerk's Office. The background check result disclosed there were no objectionable findings. Additionally, there is no history found for any code violations.

---

## **FISCAL IMPACT:**

N/A

---

## **ATTACHMENTS:**

Chairperson Vetting Memorandum and Paul Renick Application

Chairperson Vetting Memorandum and David Axelrod Application

---



Resolution No. 2022-002

---

**RECOMMENDATION:**

With the Commission consideration, Staff recommends the adoption of Resolution No. 2022-002 for one applicant to serve the terms as outlined in the resolution.



## **RESOLUTION NO. 2022-002**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE CODE ENFORCEMENT BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 2, Article V, Division 2, Sec. 2-113 of the Town's Code of Ordinances establishes the Code Enforcement Board and governs the membership, qualification, function, and rules of the Code Enforcement Board; and

**WHEREAS**, these provisions of the Code establish the selection, appointment, and terms of office of members of the Code Enforcement Board; and

**WHEREAS**, on November 29, 2021, Mone (1) board member resigned, thereby opening one (1) vacancy on the Board; and

**WHEREAS**, the Town Clerk's Office received two (2) applications for consideration; and

**WHEREAS**, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

**WHEREAS**, the chairperson of the Code Enforcement Board interviewed the applicants and recommends that the Town Commission appoint one applicant to the Board; and

**WHEREAS**, Town residents interested in serving on or continuing to serve on the Code Enforcement Board have submitted a board application for the Town Commission's consideration.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF  
THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:**

**Section 1.** The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

**Section 2.** Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Code Enforcement Board for an unexpired term expiring September 21, 2024, as follows:

**Board Member** \_\_\_\_\_

**Section 3.** This Resolution shall become effective upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida,  
this \_\_\_\_ day of **January** 2022.

\_\_\_\_\_  
Douglas Hillman, Mayor

**ATTEST:  
SUFFICIENCY:**

**REVIEWED                      FOR                      LEGAL**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia  
Town Attorney

**VOTES:**  
Mayor Douglas Hillman  
Vice Mayor Natasha Moore  
Commissioner Peggy Gossett-Seidman  
Commissioner Evalyn David  
Commissioner John Shoemaker

**YES   NO**



# MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Myles B. Schlam

DATE: 12/31/21

SUBJECT: Initial Vetting of Applicant: David Axelrod

On 12/31/21 (date), I met with David Axelrod (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

This candidate has served on other town boards and is presently Chair of the Planning Board. He is also VP of the Toscana South condo assn. This was slightly concerning only because we already have at least a few members who reside at that property. Aside from that, the candidate listed prior experience in leadership position in another quasi-judicial board and served on that board for 6 years. He does not have any experience directly in code enforcement, but is knowledgeable about the codes and the town in general. He states that he has enjoyed being on various boards and wishes to continue after his expiration of term limit on present board. Candidate stated he has no personal or financial conflicts that would present any issues.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:



For the Appointment of this Applicant



Against the Appointment of this Applicant

/s/ Myles B. Schlam

\_\_\_\_\_  
Signature of Board Chairperson



RECEIVED

**Town of Highland Beach****Town Clerk's Office  
3614 S. Ocean Boulevard****Highland Beach, Florida 33487****Phone: (561) 278-4548 Fax: (561) 265-3582****Town of Highland Beach, FL****Town Clerk's Office**

DEC 09 2021

**BOARDS AND COMMITTEES APPLICATION**

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: DAVID AXELROD PHONE: 561-504-9602HOME ADDRESS: 3740 South Ocean Blvd APT. NO. 603SUBDIVISION: TOSCANA EMAIL ADDRESS: DZ AXELROD@GMAIL.COM

**PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)**

2 Board of Adjustment & Appeals1 Code Enforcement Board3 Financial Advisory Board

Natural Resources Preservation Board

Planning Board

Other Board /Committee

**PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:**

Are you a resident of Highland Beach?

Yes ☒ No ☐

Are you a registered voter in Highland Beach/Palm Beach County, FL?

Yes ☒ No ☐

Are you currently serving on a Town Board?

Yes ☒ No ☐

Have you ever served on a Town Board/Committee?

Yes ☒ No ☐If so, please indicate the Board(s)/Committee(s)? PLANNING BOARDDate of Service: Feb 5 2016 - 2022

Are you willing to attend monthly board meetings? In Person / Telecom

Yes ☒ No ☐

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee.

Yes ☒ No ☐

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

~~MAJOR QUALIFICATION~~ IS BASED ON PLANNING BOARD EXPERIENCE  
Vice President - TOSCANA South Condominium 2006 → Present  
FINANCE Committee " HOA 2010 → "  
\*HIGHLAND Beach Planning Board 2016 → Feb 5, 2022  
Chairman (Chairman 2018 → 2021)  
Depant of OB/Gyn Alexand. Hsp/H 2002-2004  
(Decision Making regarding Physical Practice)  
Expert witness during MALpractice CASES - Both Plaintiff and  
each

Please summarize your volunteer experience(s):

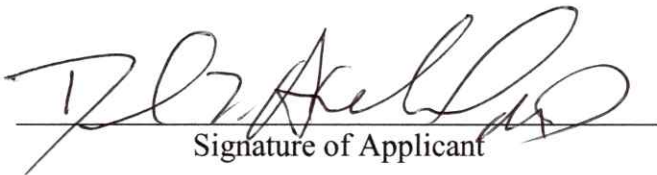
\* HIGHLAND Beach Planning Board - 2016 → 2022  
Chair 2018 - 2021  
leaving due to completion of 2 3 year TERMS  
Vice President - TOSCANA South  
FINANCE Committee - HOA TOSCANA  
utilization committee - Alexandria Hospital  
Pharmacy " " (Chairman)

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis. (Filed in 2021)

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years. (Completed in 2021)

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.

  
Signature of Applicant

\_\_\_\_\_  
Date

☐ Resume Attached.





# MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Myles B Schlam

DATE: 12/31/21

SUBJECT: Initial Vetting of Applicant: Paul Resnick

On 12/29/21 (date), I met with Paul Resnick (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

Applicant had served on the CE board for 10 years up until a few months ago when he abruptly resigned. When asked about the reason for his past resignation, he stated that he was not happy about the town's lack of enforcement on certain issues. There were past issues that were reported to the town by him personally and he was not pleased with the outcome. Mr. Resnick did recuse himself from this case while serving on the CE board after being questioned about the conflict. Aside from his past service on the CE board, the candidate does not list any prior experience that would be relevant to the CE board. In this interviewer's opinion, the candidate may have ulterior motives for seeking reappointment to this board. It is detrimental to have members who overly personify the position and have too much emotional stake in the outcomes.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

☐

For the Appointment of this Applicant

☒

Against the Appointment of this Applicant

/s/ Myles B. Schlam

Signature of Board Chairperson



## Town of Highland Beach

Town Clerk's Office  
3614 S. Ocean Boulevard  
Highland Beach, Florida 33487  
Phone: (561) 278-4548 Fax: (561) 265-3582

RECEIVED

DEC 07 2021

Town of Highland Beach, FL  
Town Clerk's Office

### BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

**PLEASE NOTE:** Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: PAUL RESNICK PHONE: 561-809-6719

HOME ADDRESS: 4740 S OCEAN BLVD APT. NO. 605

SUBDIVISION: BOCA HIGHLANDS EMAIL ADDRESS: PAUL-RESNICK 0315@attlock.com

**PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE.** (A description of the responsibilities of each Board is on the back of this application.)

☐ Board of Adjustment & Appeals



Code Enforcement Board

☐ Financial Advisory Board

☐ Natural Resources Preservation Board

☐ Planning Board

☐ Other Board /Committee

### PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach?

Yes ☒ No ☐

Are you a registered voter in Highland Beach/Palm Beach County, FL?

Yes ☒ No ☐

Are you currently serving on a Town Board?

Yes ☐ No ☒

Have you ever served on a Town Board/Committee?

Yes ☒ No ☐

If so, please indicate the Board(s)/Committee(s)? CODE ENFORCEMENT

Date of Service: 10 YRS +

Are you willing to attend monthly board meetings? In Person / Telecom

Yes ☒ No ☐

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee.

Yes ☒ No ☐

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

PREVIOUS 107 YRS ON CODE ENFORCEMENT

Please summarize your volunteer experience(s):

COLLECTED VOTING PRECINCT FOR TOWN  
PRIOR 107 YRS ON BOARD

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

12/7/24

Date

☐ Resume Attached.

**File Attachments for Item:**

**B. Resolution No. 2022-003**

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Commission Meeting  
**MEETING DATE** January 18, 2022  
**SUBMITTED BY:** Lanelda Gaskins, Town Clerk  
**SUBJECT:** Resolution No. 2022-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date

---

## **SUMMARY:**

Consideration of Resolution No. 2022-003 ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.

The Town Clerk's Office received one board application for Town Commissions consideration. Currently, there is one open vacancy for a new applicant to serve as a member on the Board. The applicants names are as follows:

### **Appointment**

Edward Kornfeld (Regency Highland)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three years and no board member may serve more than two consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Highland Beach Police Department (HBPD) reported a preliminary background check on each applicant to the Town Clerk's Office. The background check results disclosed there were no objectionable findings. Additionally, there is no history found for any code violations.

---

## **FISCAL IMPACT:**

N/A

---

## **ATTACHMENTS:**

Chairperson Vetting Memorandum and Edward Kornfeld Application  
Resolution No. 2022-003

---

**RECOMMENDATION:**

With the Commission consideration, Staff recommends the adoption of Resolution No. 2022-003 for one applicant to serve the terms as outlined in the resolution.





### **RESOLUTION NO. 2022-003**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE FINANCIAL ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 2, Article V, Division 4, Sec. 2-155 of the Town's Code of Ordinances establishes the Financial Advisory Board and governs the membership, qualification, function, and rules of the Financial Advisory Board; and

**WHEREAS**, these provisions of the Code establish the selection, appointment, and terms of office of members of the Financial Advisory Board; and

**WHEREAS**, on November 24, 2021, one (1) board member resigned, thereby opening one (1) vacancy on the Board; and

**WHEREAS**, the Town Clerk's Office received one (1) application for consideration; and

**WHEREAS**, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

**WHEREAS**, the chairperson of the Financial Advisory Board interviewed the applicants and recommends that the Town Commission appoint one applicant to the Board; and

**WHEREAS**, Town residents interested in serving on or continuing to serve on the Financial Advisory Board have submitted a board application for the Town Commission's consideration.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF  
THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:**

**Section 1.** The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

**Section 2.** Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Financial Advisory Board for an unexpired term ending April 30, 2022 as follows:

**Board Member**

Edward Kornfeld  
\_\_\_\_\_

**Section 3.** This Resolution shall become effective upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this  
\_\_\_ day of **January** 2022.

\_\_\_\_\_  
Douglas Hillman, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia  
Town Attorney

**VOTES:**

Mayor Douglas Hillman  
Vice Mayor Natasha Moore

**YES NO**

X

X

Resolution No. 2022-003

Commissioner Peggy Gossett-Seidman	X
Commissioner Evalyn David	X
Commissioner John Shoemaker	X



# MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

RECEIVED

FROM: David Stern

DATE: 12-07-2021

DEC 07 2021

SUBJECT: Initial Vetting of Applicant:

Town of Highland Beach, FL  
Town Clerk's Office

On December 2, 2021 (date), I met with Edward Kornfeld (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.


Detail Explanation:

Edward Kornfeld was a member of the FAB for six years and by rule could not be re-appointed for a year. Since that year has passed he is eligible for re-appointment. He did an outstanding job while on the FAB, is fully qualified and will be an asset to the board. I recommend he be appointed.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

☒ For the Appointment of this Applicant

☐ Against the Appointment of this Applicant

  
\_\_\_\_\_  
Signature of Board Chairperson





## Town of Highland Beach

Town Clerk's Office  
3614 S. Ocean Boulevard

Highland Beach, Florida 33487

Phone: (561) 278-4548 Fax: (561) 265-3582

### BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

**PLEASE NOTE:** Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: EDWARD BARRY KORNFEIN PHONE: (561) 894 8551

HOME ADDRESS: 3912 S. OCEAN BLVD APT. NO. 809

SUBDIVISION: REGENCY HIGHLAND EMAIL ADDRESS: EDKORN44@GMAIL.COM

**PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE.** (A description of the responsibilities of each Board is on the back of this application.)

☐ Board of Adjustment & Appeals

☐ Code Enforcement Board

☒ Financial Advisory Board

☐ Natural Resources Preservation Board

☐ Planning Board

☐ Other Board /Committee

RECEIVED

DEC 06 2021

Town of Highland Beach, FL  
Town Clerk's Office

### PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach? Yes ☒ No ☐

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes ☒ No ☐

Are you currently serving on a Town Board? Yes ☐ No ☒

Have you ever served on a Town Board/Committee? Yes ☒ No ☐

If so, please indicate the Board(s)/Committee(s)? FINANCIAL ADVISORY BOARD Date of Service: 2014 - 20

Are you willing to attend monthly board meetings? In Person / Telecom Yes ☒ No ☐

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes ☒ No ☐

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

- More than 35 years of executive financial and operations experience. Served as Chief Executive Officer, Chief Financial Officer and Operations Officer for mostly publicly held companies. Leadership in: Mergers & Acquisitions, Raising Capital, Public Companies Finance and Operations, Emerging Growth Situations, Restructuring/Turnaround.
- Adjunct Professor: New York State Stony Brook University.
- Partner at Tatum LLC, Executive Financial Leadership Services.

Please summarize your volunteer experience(s):

Served two terms on the Highland Beach Financial Advisory Board.

Former member of the Board the of Directors of the Regency Highland Condominium Association, Highland Beach, FL. Served as Secretary and Treasurer.

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.

  
Signature of Applicant

DECEMBER 4, 2021  
Date

☐ Resume Attached.

SEE ABOVE



**File Attachments for Item:**

1. January 2022 Board Action Reports (For Information Only)



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting  
**MEETING DATE** 01/18/2022  
**SUBMITTED BY:** Lanelda Gaskins, MMC, Town Clerk  
**SUBJECT:** January 2022 Board Action Reports (For Information Only)

At that meeting, the Board made the following motions and recommendations:

## **CODE ENFORCEMENT ADVISORY BOARD MEETING ON JANUARY 11, 2022:**

### **Item 4: Approval of the Agenda:**

Staff made a recommendation for the Board to make a motion to continue Items 9.A. through 9.G. to the next Code Enforcement Board meeting because Code Enforcement Officer Manko was not available to attend the meeting.

**MOTION:** Perlow/Perilman – Moved to accept the agenda as amended, which passed unanimously 5 to 0.

### **Item 9.H.: Approval of the 2022 Proposed Code Enforcement Board Meeting Dates:**

**MOTION:** Cherbini/Perlow – Moved to approve the 2022 Proposed Code Enforcement Board meeting date with the meetings starting at 1:00 p.m., which passed unanimously 5 to 0.

## **PLANNING BOARD MEETING HELD ON JANUARY 13, 2022:**

### **Item 9A - Development Application No. 21-0011 / Highlands Place Condominium Association, Inc.**

Application by B&M Marine Construction, Inc. for a special exception approval to install a 721 square foot dock and a 126 linear foot seawall and cap for the property located at 2901 South Ocean Boulevard.

**MOTION:** DeMoss/Axelrod - Moved to approve Development Application No. 21-0011 as presented.

**The motion passed on a 6 to 0 vote.**

---

**FISCAL IMPACT:**

N/A

---

**ATTACHMENTS:**

N/A

---

**RECOMMENDATION:**

N/A

**File Attachments for Item:**

A. Ordinance No. 2022-001 / Future Land Use Map Amendment

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting a small-scale amendment to the Town Comprehensive Plan to amend the Future Land Use Designation a 0.8315 acre parcel of land located in the Boca Cove Development along South Ocean Boulevard approximately 300 feet south of Russell Drive, as more particularly described herein, from No Future Land Use Classification to Multi Family Low Density to correct a scrivener's error; providing for severability; providing for conflicts; and providing an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 1/18/2022

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A SMALL-SCALE AMENDMENT TO THE TOWN COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE DESIGNATION OF A 0.8315 ACRE PARCEL OF LAND LOCATED IN THE BOCA COVE DEVELOPMENT ALONG SOUTH OCEAN BOULEVARD APPROXIMATELY 300 FEET SOUTH OF RUSSELL DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM NO FUTURE LAND USE CLASSIFICATION TO MULTI FAMILY LOW DENSITY TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

---

## **SUMMARY:**

In January 2021, the Palm Beach County Property Appraiser advised Town staff that three (3) parcels including parcel control number 24-43-47-04-01-000-1128 located within the Boca Cove development had no zoning district designation. Upon further research by staff, it was determined that of the three (3) parcels with no zoning district designation, only parcel control number (24-43-47-04-01-000-1128) did not have a corresponding Future Land Use designation. According to the Future Land Use Map of the Town Comprehensive Plan, all parcels located within the Boca Cove development, with the exception of parcel control number 24-43-47-04-01-000-1128, have a Future Land Use designation of Multi Family Low Density. Parcel control number 24-43-47-04-01-000-1128 is a 0.8315 acre parcel that is owned by the Boca Cove Property HOA and includes a private roadway as well as common areas.

Upon review of the Future Land Use Map adopted by Ordinance No. 581 (Attachment No. 1), as well as subsequent amendments to the Future Land Use Map, parcel control number 24-43-47-04-01-000-1128 was located within the Future Land Use designation of Multi Family Low Density; however, in error, this Future Land use designation is not reflected on the current Future Land Use Map of the Town Comprehensive Plan (which is in a different mapping format than the Future Land Use Map adopted under Ordinance No. 581). In order to correct this scrivener's error to the Future Land Use Map, a small-scale amendment to the Town's Comprehensive Plan is required. *Note a separate Ordinance is provided concurrently with this*

---

*amendment that corrects a scrivener's error pertaining to the zoning district designation for three (3) parcels located within the Boca Cove development).*

As a courtesy, Town staff reached out (via telephone and certified letter) to the Boca Cove property management company (Vesta Property Services, Inc.) prior to the scheduling of public hearings to advise them of the scrivener's error as it pertains to both the Zoning and Future Land Use Maps (Attachment No. 2). Town staff did not receive any comments from Boca Cove residents or the property management company as it pertained to the courtesy letter.

Pursuant to Section 163.3187(2) Florida Statutes, small-scale amendments to the Comprehensive Plan require only one (1) public hearing which shall be an adoption hearing.

**PLANNING BOARD ACTION:**

At the December 9, 2021 Planning Board ("Board") meeting, the Board recommended approval of the small-scale amendment to the Town Comprehensive Plan which corrects a scrivener's error to the Future Land Use designation of parcel control number 24-43-47-04-01-000-1128 from no designation to Multi Family Low Density (motion carried 6-0).

---

**FISCAL IMPACT:**

None.

---

**ATTACHMENTS:**

Attachment No. 1 – Future Land Use Map (adopted via Ord. No. 581 on 9-19-1989).  
Attachment No. 2 – Letter to Boca Cove property management company.  
Ordinance (includes proposed Future Land Use Map changes – Exhibit A).

---

**RECOMMENDATION:**

Approval of Ordinance.

# ATTACHMENT NO. 1

ORDINANCE NO. 581

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A COMPREHENSIVE PLAN IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 163, PART II, OF THE LAWS OF THE STATE OF FLORIDA.

WHEREAS, Chapter 163, Part II, Laws of Florida (Local Government Comprehensive Planning and Land Development Regulation Act), requires that each municipality prepare and adopt a Comprehensive Plan of the type and manner as set out in that Act; and

WHEREAS, the Town of Highland Beach has prepared a Comprehensive Plan of the type and in the manner as set out in that Act and the administrative rules promulgated by the Department of Community Affairs pursuant to said Act, including public hearings with due public notice by the Town of Highland Beach Planning Board as the local planning agency for the Town and including advertised public hearings on the proposed Comprehensive Plan by the Planning Board and Town Commission of the Town of Highland Beach; and

WHEREAS, the Town Commission deems it necessary to adopt such Comprehensive Plan for the Town to promote, protect and improve the public health, safety, comfort, good order, appearance, convenience, morals, and the general welfare; to conserve the value of land, buildings and resources, and to protect the character and maintain the stability of this residential community and to promote its orderly development.

NOW THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Highland Beach, Florida:

The Comprehensive Plan for the Town of Highland Beach, entitled "Comprehensive Plan Town of Highland Beach, Florida", dated September 19, 1989, a copy of which is attached hereto as Exhibit "A" to this Ordinance and incorporated herein by reference, is hereby adopted for the area of jurisdiction of the Town of Highland Beach pursuant to the Chapter 163, Part II, of the the Laws of the State of Florida.

PASSED AND ADOPTED by the Town Commission of the Town of  
Highland Beach this 19TH day of SEPTEMBER, 1989. This  
Ordinance to be effective on the 19TH day of SEPTEMBER,  
1989.

ATTEST:

Mary Ann Mariano  
TOWN CLERK

9/5/89

FIRST READING

Joseph A. Boulay  
JOSEPH A. BOULAY, MAYOR

John J. Basso  
JOHN J. BASSO, COMMISSIONER  
VICE MAYOR

9/6/89

POSTED AFTER FIRST READING

-ABSENT -

MARVIN WALDMAN, COMMISSIONER

9/14/89

PUBLISHED

Doris R. Rome  
DORIS R. ROME, COMMISSIONER

9/19/89

FINAL READING

Betty Jean Stewart  
BETTY JEAN STEWART, COMMISSIONER

9/20/89

POSTED AFTER FINAL READING

9/19/89

PUBLIC HEARINGS HELD



Adopted as part of  
the 1989  
Comprehensive Plan  
(Ord. No. 581)

Boca Cove

# TOWN OF HIGHLAND BEACH, FLORIDA

## FUTURE LAND USE YEAR 2000

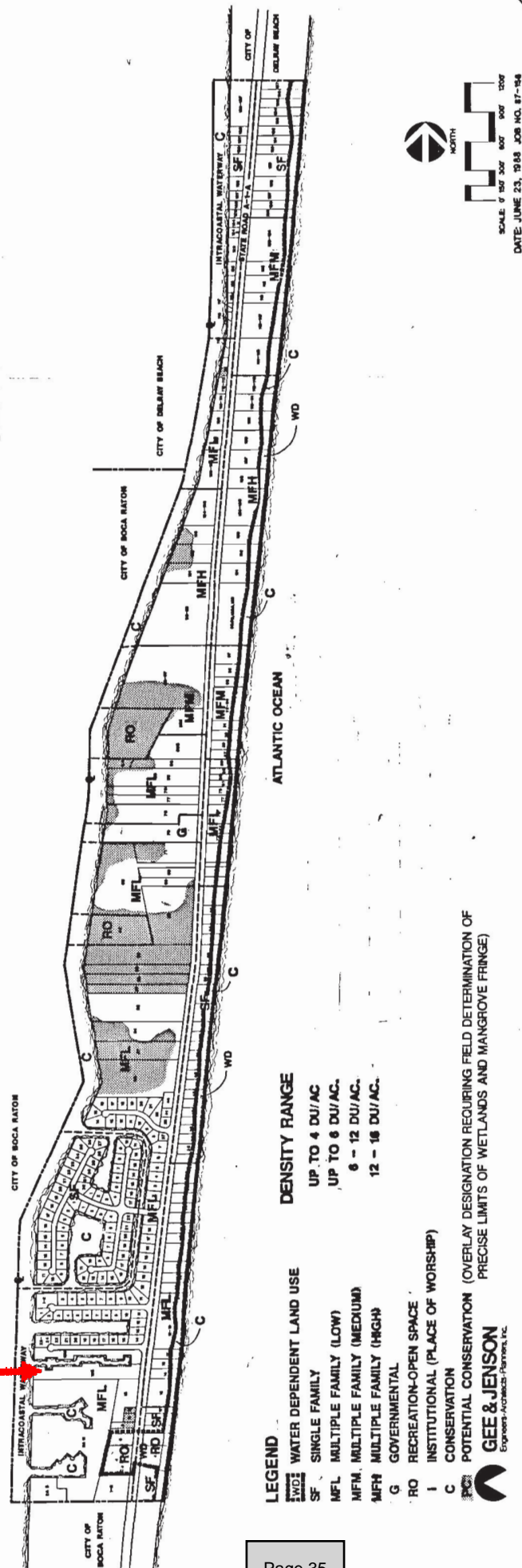


FIGURE IV-B



# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

August 16, 2021

Mr. James Demos  
Vesta Property Services, Inc.  
751 Park of Commerce Drive, Suite 118  
Boca Raton, FL 33487

Dear Mr. Demos:

Earlier this year, the Town of Highland Beach was advised by the Palm Beach County Property Appraiser that the following parcel control numbers (PCNs) located within the Boca Cove development do not have a designated zoning district:

PCN	PARCEL ADDRESS	PROPERTY OWNER
24434704010001131	1123 Boca Cove Lane	Bonnie H and Michael K Mazor
24434704000060250	NA	Boca Cove HOA
24434704010001128	NA	Boca Cove HOA

According to the Town's Zoning Map, all the parcels located within the Boca Cove development (with the exception of the parcels noted above) are zoned RML - Residential Multiple Family Low Density (Attachment No. 1). Upon review of Town Ordinance No. 594, which adopted the Zoning Map in 1990, it is clear that these three (3) parcels were located within the RML Zoning District (Attachment No. 2); however, in error, the current Zoning Map (which is in a different mapping format than the Zoning Map adopted under Ordinance No. 594) does not provide any zoning designation for these parcels. In order to remedy this Zoning Map scrivener's error, Town staff will draft an Ordinance that will correctly designate RML as the applicable zoning district for the above referenced PCNs. The Ordinance will be reviewed and considered in a public hearing format (to be determined) by both the Planning Board and the Town Commission.

In addition, PCN 24434704010001128 does not have a corresponding Future Land Use designation as provided in the Town's Comprehensive Plan (Attachment No. 3). The remaining two (2) parcels, as noted above, as well as the entire Boca Cove community has a Future Land Use designation of Multi Family Low Density. Therefore, an amendment to the Future Land Use Map of the Town Comprehensive Plan will be required to correct this additional scrivener's error pertaining only to PCN 24434704010001128.

According to Section 30-46 of the Town Code of Ordinances, amendments to the Zoning and Future Land Use Maps requires that written notice of the scheduled public hearings be provided to each property owner located within 500 feet of the parcels in question. In anticipation of the latter, I am reaching out to you as a courtesy and in advance of such public notice requirements

so that you may advise the community of the map errors that the Town will be correcting. I will be glad to meet with the HOA to address any questions regarding the anticipated correction of these scrivener's errors. Note, there will be no cost to the HOA or individual property owners to correct the Zoning and Future Land Use maps.

Please feel free to contact me at 561-278-4540 (press option 3) if you or any residents should have any questions regarding this matter.

Sincerely,



Ingrid Allen  
Town Planner

cc: Marshall Labadie, Town Manager

Attachment No. 1 – Town Zoning Map

Attachment No. 2 – Town Ordinance No. 594

Attachment No. 3 - Town Future Land Use Map



# TOWN OF HIGHLAND BEACH OFFICIAL ZONING MAP

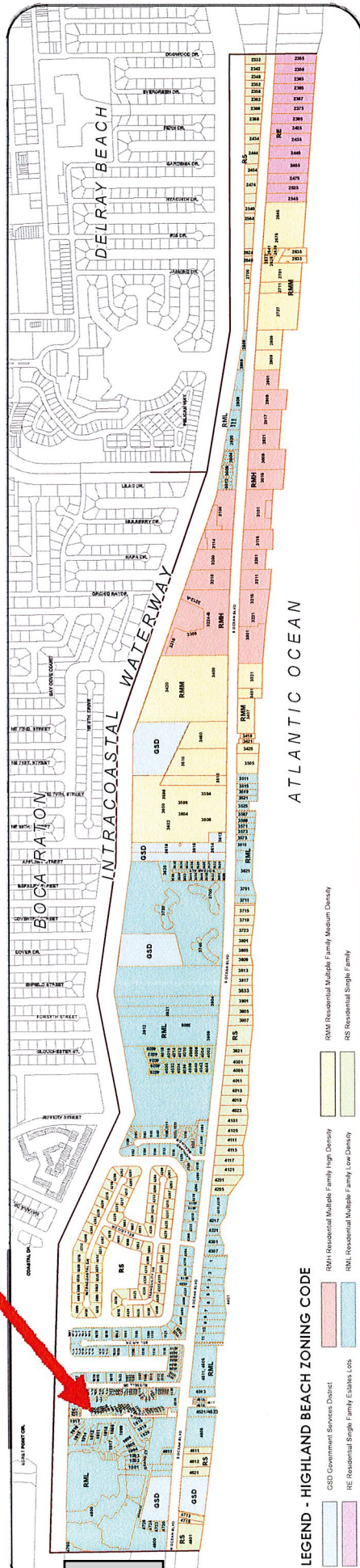


SCALE



1 inch = 500 feet

## Boca Cove Development



### LEGEND - HIGHLAND BEACH ZONING CODE



### ATTESTATION

VALERIE OAKES, Town Clerk  
ADOPTED  
ORDINANCE NO.

### PLANNING BOARD

CAROL STERN, Chair  
ILYNE MENDELSON, Vice Chair  
RONALD CLARK  
STEPHEN GOLDING  
HARVEY MART  
CHARLES SHANE  
WILLIAM SVENSTRUP

### TOWN COMMISSION

BERNARD FEATHERMAN, Mayor  
WILLIAM WEITZ, PhD, Vice Mayor  
LOUIS P. STERN, Comm.  
CARL FELDMAN, Comm.  
RHODA ZELNIKER, Comm.

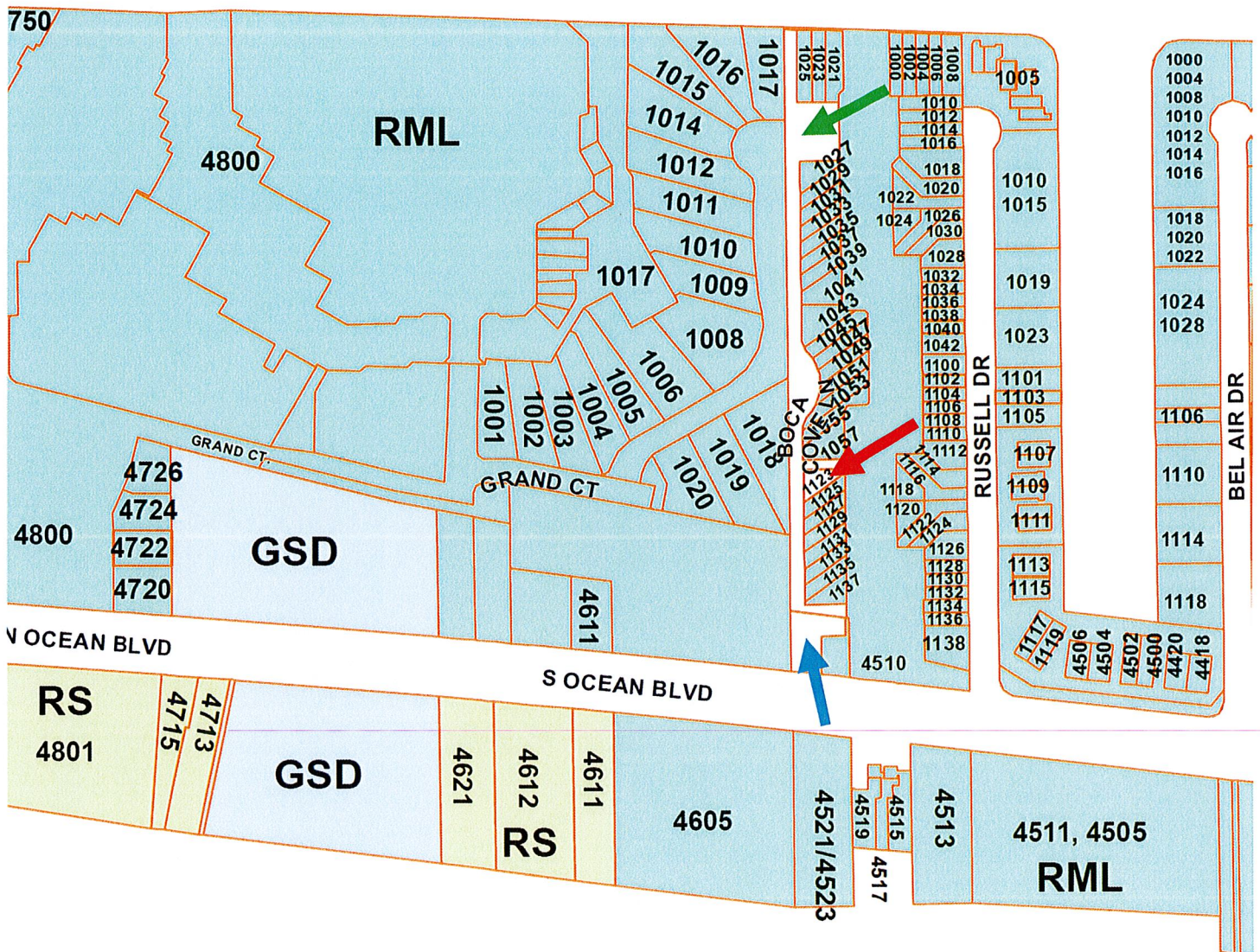
THIS IS TO CERTIFY THAT THIS IS THE OFFICIAL ZONING MAP OF THE TOWN OF HIGHLAND BEACH AS ADOPTED BY ORDINANCE NO. 584, AND IS AN AMENDMENT OF THE OFFICIAL ZONING MAP REFERRED IN SECTION ONE OF ORDINANCE NO. 503 OF THE TOWN OF HIGHLAND BEACH, FLORIDA.





# Boca Cove: Zoning Map

scrivener's errors to be corrected



## LEGEND - HIGHLAND BEACH ZONING CODE

	GSD Government Services District		RMH Residential Multiple Family High Density		RMI Residential Multiple Family Medium Density
	RE Residential Single Family Estates Lots		RML Residential Multiple Family Low Density		RS Residential Single Family

**Green** arrow = PCN #24434704010001128 (0.8315 acres)

**Red** arrow = PCN #24434704010001131 (1123 Boca Cove Lane) (0.05 acres)

**Blue** arrow = PCN #24434704000060250 (0.15 acres)

Source: Palm Beach County Property Appraiser



ORDINANCE NO. 594

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA RELATING TO REZONING, PROVIDING FOR THE AMENDMENT OF THE "OFFICIAL ZONING MAP" OF THE TOWN OF HIGHLAND BEACH AS INCORPORATED BY REFERENCE IN ORDINANCE NO. 503; PROVIDING FOR THE APPROPRIATE REVISION OF THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Board, after notice and public hearing has reviewed the Town's current Comprehensive Plan to determine what changes should be made to "Official Zoning Map" of the Town of Highland Beach as incorporated by reference in Ordinance No. 503, in order that the zoning of properties in the Town will be consistent with the Comprehensive Plan as mandated by Florida Statute § 163.3194(b); and

WHEREAS, the Planning Board has found, after receiving recommendations from the Town's land planners, that the zoning depicted on the map attached hereto as Exhibit "A" is consistent with the Comprehensive Plan, and has recommended that the Town Commission approve such zoning for the land located within the corporate limits of the Town of Highland Beach; and

WHEREAS, the Town Commission has taken the recommendation of the Planning Board into consideration, and has also considered the appropriateness of the zoning for the properties located within the Town; and

WHEREAS, the Town Commission deems it necessary to amend the "Official Zoning Map" as incorporated by reference in Ordinance No. 503, to reflect the zoning depicted on the map attached hereto as Exhibit "A" in order that the zoning of all properties within the Town will be consistent with the Comprehensive Plan;

WHEREAS, all applicable requirements of Chapters 163 and 166 Florida Statutes and Chapter 30 of the Town's Code of Ordinances has been met:

NOW THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Highland Beach that:

1. The "Official Zoning Map" incorporated by reference in Ordinance No. 503 is hereby amended to reflect the zoning

depicted on the map attached to this ordinance as Exhibit "A".

2. The Town Manager is hereby directed to cause the "Official Zoning Map" of the Town of Highland Beach as incorporated by reference in Ordinance No. 503 to be amended in accordance with this ordinance.

3. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Highland Beach this 22nd day of August, 1990.

ATTEST:

Anne M. Kovale  
TOWN CLERK

Joseph A. Boulay  
JOSEPH A. BOULAY, MAYOR

August 7, 1990  
FIRST READING

William E. Paul  
WILLIAM E. PAUL, COMMISSIONER  
VICE MAYOR

August 7, 1990  
POSTED AFTER FIRST READING

Marvin Waldman  
MARVIN WALDMAN, COMMISSIONER

August 8, 1990  
PUBLISHED

(Absent)  
Betty Jean Stewart COMMISSIONER

August 22, 1990  
FINAL READING

Harold C. Chambers  
HAROLD C. CHAMBERS, COMMISSIONER

August 22, 1990  
POSTED AFTER FINAL READING

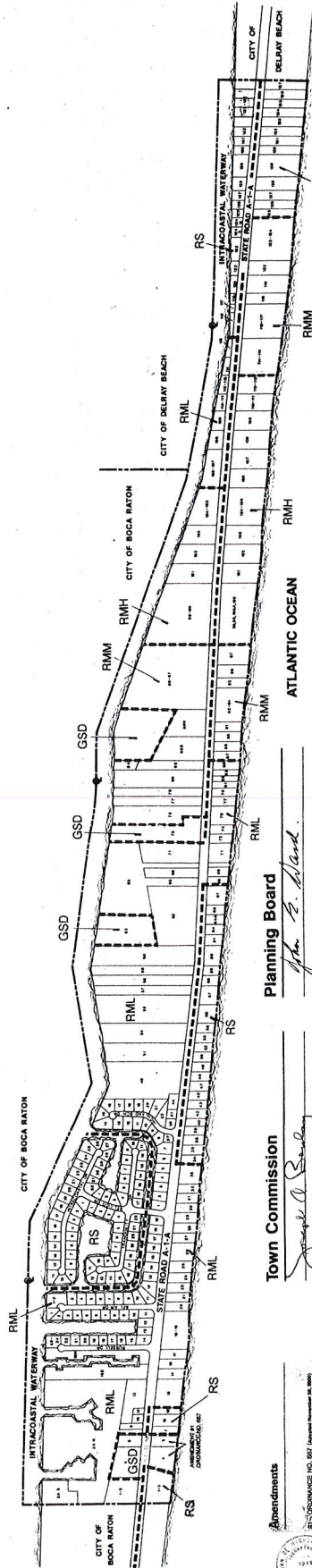
August 7 and August 22, 1990  
PUBLIC HEARING HELD



# TOWN OF HIGHLAND BEACH, FLORIDA

## OFFICIAL ZONING MAP

- LEGEND**
- RE RESIDENTIAL SINGLE FAMILY ESTATE LOTS
  - RS RESIDENTIAL SINGLE FAMILY
  - RML RESIDENTIAL MULTIPLE FAMILY LOW DENSITY
  - RMM RESIDENTIAL MULTIPLE FAMILY MEDIUM DENSITY
  - RMH RESIDENTIAL MULTIPLE FAMILY HIGH DENSITY
  - GSD GOVERNMENT SERVICE DISTRICT



### Town Commission

JOSEPH A. BOULAY, MAYOR  
WILLIAM E. PAUL, VICE MAYOR  
HAROLD C. CHAMBERS, COMMISSIONER  
BETTY JEAN STEWART, COMMISSIONER  
MARVIN A. WALDMAN, COMMISSIONER

### Planning Board

JOHN E. WARD, CHAIRMAN  
AMELIE LENG  
ARTHUR R. KELLER  
HAROLD R. HAGELMANN

THIS IS TO CERTIFY THAT THIS IS THE OFFICIAL ZONING MAP OF THE TOWN OF HIGHLAND BEACH AS ADOPTED BY ORDINANCE NO. 594 OF THE TOWN OF HIGHLAND BEACH, FLORIDA, REFERRED TO IN SECTION 1 OF ORDINANCE NO. 594 OF THE TOWN OF HIGHLAND BEACH, FLORIDA.










SCALE: 1" = 300' 600' 900' 1200'

**GEE & JENSON**  
Engineers-Architects-Planners, Inc.

# Future Land Use Map

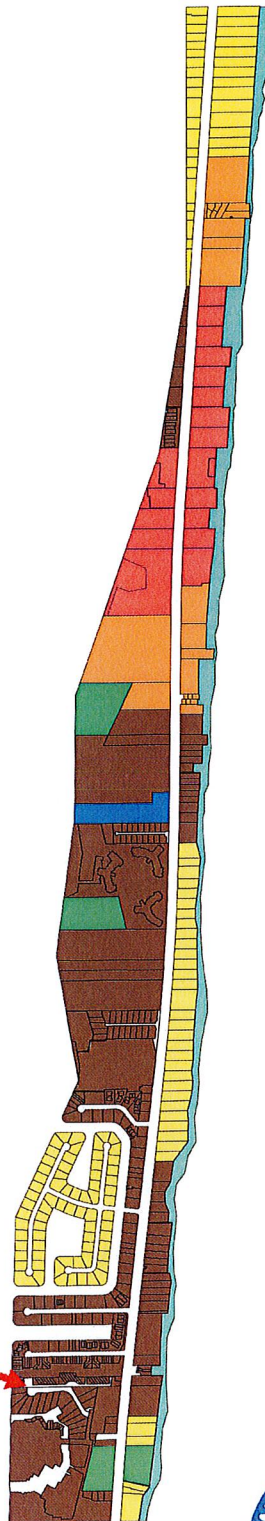
Year 2030

## Legend

-  Government
-  Multi Family High Density
-  Multi Family Low Density
-  Multi Family Medium Density
-  Recreational Open Space
-  Single Family
-  Conservation

## Boca Cove Development

Proposed Multi Family Low Density  
designation for PCN #24434704010001128



7018 3090 0002 0478 4791

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
OFFICIAL USE	
Certified Mail Fee	\$ 3.60
Extra Services & Fees (check box, add fees as appropriate)	2.85
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	1.40
Total Postage and Fees	1.85
Postmark AUG 19 2014 CPD #0231	
Sent To: James Demoss Vesta Property Services	
Street and Apt. No. or PO Box No. 751 Park of Commerce Dr. STE 118	
City, State, ZIP+4® DUCK CREEK, FL 33487	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



## **ORDINANCE NO. 2022-001**

**AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A SMALL-SCALE AMENDMENT TO THE TOWN COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE DESIGNATION OF A 0.8315 ACRE PARCEL OF LAND LOCATED IN THE BOCA COVE DEVELOPMENT ALONG SOUTH OCEAN BOULEVARD APPROXIMATELY 300 FEET SOUTH OF RUSSELL DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM NO FUTURE LAND USE CLASSIFICATION TO MULTI FAMILY LOW DENSITY TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Comprehensive Plan was adopted in 1989 (Ordinance No. 581); and

**WHEREAS**, in January 2021, the Palm Beach County Property Appraiser advised Town staff that three (3) parcels including parcel control number 24434704010001128 located within the Boca Cove development had no zoning district designation; and

**WHEREAS**, upon further research by staff, it was determined that of the three (3) parcels, only parcel control number 24-43-47-04-01-000-1128 did not have a corresponding Future Land Use designation; and

**WHEREAS**, according to the Future Land Use Map of the Town Comprehensive Plan, all the parcels located within the Boca Cove development, with the exception of parcel control number 24-43-47-04-01-000-1128, have a Future Land Use designation of Multi Family Low Density; and

**WHEREAS**, upon review of the Future Land Use Map adopted by Ordinance 581, as well as subsequent amendments to the Future Land Use Map, parcel control number 24-43-47-04-01-000-1128 was located within the Future Land Use designation of Multi Family Low Density; however, this Future Land use designation is not reflected on the current Future Land Use Map of the Town Comprehensive Plan; and

**WHEREAS**, the proposed correction of a scrivener's error to the Future Land Use Map is consistent with the Town Comprehensive Plan; and

**WHEREAS**, Section 163.3187 Florida Statutes provides procedures for small-scale amendments to the Comprehensive Plan; and

**WHEREAS**, the Town Planning Board, as the designated Local Planning Agency, conducted a public hearing on the proposed Future Land Use Amendment and provided its recommendation to the Town Commission; and

**WHEREAS**, the Town Commission of the Town of Highland Beach desires to correct this scrivener's error to the Future Land Use Map of the Town Comprehensive Plan and determines that the adoption of this Ordinance is in the best interests of the residents and citizens of the Town of Highland Beach; and

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA that:**

**SECTION 1.** The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

**SECTION 2.** In order to correct the scrivener's error, the Town Commission adopts a small-scale amendment to the Town Comprehensive Plan by adopting an amendment to the Future Land Use Map, as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The amendment specifically reflects the correct and corresponding Future Land Use designation for parcel control number 24-43-47-04-01-000-1128. The Future Land Use Map adopted in Exhibit "A" shall be substituted for and replace in total the previously adopted Future Land Use Map.

**SECTION 3.** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5.** This Ordinance shall become effective thirty-one (31) days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete or, if timely challenged, this Ordinance shall be effective upon entry of a final order by the Department of Economic Opportunity or the Administration Commission determining the adopted amendment to be in compliance.

The foregoing Ordinance was moved by Commissioner David, seconded by Vice Mayor Moore and upon being put to the vote, the vote was as follows:

<b>VOTES:</b>	<b>YES</b>	<b>NO</b>
Mayor Douglas Hillman	X	
Vice Mayor Natasha Moore	X	
Commissioner Peggy Gossett-Seidman	X	
Commissioner Evalyn David	X	
Commissioner John Shoemaker	X	

PASSED on first reading at the Regular Commission meeting held on this 4<sup>th</sup> day of January, 2021.

The foregoing Ordinance was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and upon being put to the vote, the vote was as follows:

<b>VOTES:</b>	<b>YES</b>	<b>NO</b>
Mayor Douglas Hillman		
Vice Mayor Natasha Moore		
Commissioner Peggy Gossett-Seidman		
Commissioner Evalyn David		
Commissioner John Shoemaker		

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this 18<sup>th</sup> day of January, 2022.

**ATTEST:**

\_\_\_\_\_  
Douglas Hillman, Mayor

**REVIEWED                      FOR                      LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach



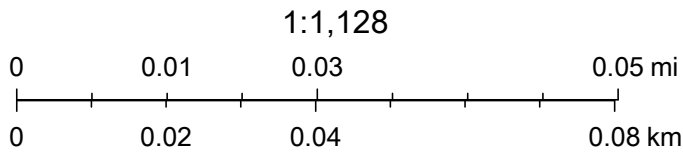
Future Land Use Map

EXHIBIT "A"



9/17/2021, 9:34:23 AM

- World Transportation
- Highland Beach Address Points
- Highland Beach Parcels
- Future Land Use
  - Multi Family Low Density



Esri, HERE, iPC, Esri, HERE, Garmin, iPC, State of Florida, Maxar, Microsoft





SUN-SENTINEL

**Sold To:**

Town of Highland Beach Florida - CU00661788  
3614 S Ocean Blvd  
Highland Beach FL 33487,FL 33487-3393

**Bill To:**

Town of Highland Beach Florida - CU00661788  
3614 S Ocean Blvd  
Highland Beach FL 33487,FL 33487-3393

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

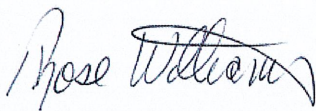
**State Of Florida**

**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

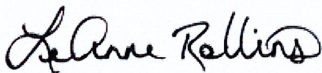
The matter of 11720-Notice of Public Meeting , Town of Highland Beach Florida  
Was published in said newspaper in the issues of; Nov 29, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM  
BEACH/MIAMI-DADE County, Florida, and that the said newspaper  
has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County,  
Florida, each day and has been entered as second class matter at the post office in BROWARD County,  
Florida, for a period of one year next preceding the first publication of the attached copy of advertisement;  
and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any  
discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the  
said newspaper.

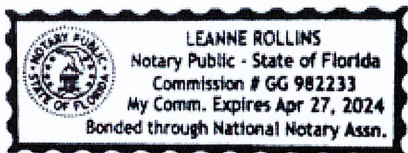


Signature of Affiant

Sworn to and subscribed before me this: November 30, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail

**Affidavit Email Address:** lgaskins@highlandbeach.us, gthompson@highlandbeach.us  
7092376



**TOWN OF HIGHLAND BEACH  
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that the Planning Board of the Town of Highland Beach will conduct a Public Hearing on Thursday, December 9, 2021 at 9:30 AM and the Town Commission will conduct a Public Hearing on Tuesday, January 18, 2022 at 1:30 PM in the Commission Chambers at Town Hall, 3614 South Ocean Boulevard, Highland Beach, Florida to consider the following proposed Ordinances:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A SMALL-SCALE AMENDMENT TO THE TOWN COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE DESIGNATION OF A 0.8315 ACRE PARCEL OF LAND LOCATED IN THE BOCA COVE DEVELOPMENT ALONG SOUTH OCEAN BOULEVARD APPROXIMATELY 300 FEET SOUTH OF RUSSELL DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM NO FUTURE LAND USE CLASSIFICATION TO MULTI FAMILY LOW DENSITY TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN HIGHLAND BEACH, FLORIDA, REZONING THREE (3) PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1.03 ACRES LOCATED IN THE BOCA COVE DEVELOPMENT ALONG SOUTH OCEAN BOULEVARD APPROXIMATELY 300 FEET SOUTH OF RUSSELL DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM NO ZONING DESIGNATION TO THE RESIDENTIAL MULTIPLE-FAMILY LOW DENSITY (RML) ZONING DISTRICT TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

The proposed Ordinances are available for inspection in the Town Clerk's Office at Town Hall, Monday through Friday during normal business hours of 8:30 a.m. to 4:30 p.m.

Public participation will be in the forms of in-person, Zoom or telephone call. Persons desiring to participate in the meeting must preregister by contacting the Town Clerk's Office at email address [publiccomments@highlandbeach.us](mailto:publiccomments@highlandbeach.us) or by submitting public comment to the Town of Highland Beach's Agendas and Meetings webpage <https://mmportal6.teamunicode.com/>. At the top of the webpage, click on "Public Comments" complete the electronic form and click submit. The submitted comment will be read into record during the corresponding portion of the meeting. All request for the Planning Board meeting on Thursday December 9, 2021, will be accepted until 9:30 AM on Wednesday, December 8,



## SUN-SENTINEL

2021. All request for the Town Commission meeting on Tuesday, January 18, 2022, will be accepted up until 1:30 PM on Monday, January 17, 2022.

Any person that decides to appeal any decision made by the Planning Board with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record. In accordance with the Americans with Disabilities Act, persons who need special accommodation to attend or participate in this meeting should contact the Town Clerk's Office at (561) 278-4548 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771. For additional information, please contact the Town Planner at (561) 278-4540.

TOWN OF HIGHLAND BEACH, BUILDING  
DEPARTMENT  
11/29/2021 7092376

Order # - 7092376

**File Attachments for Item:**

**B. Ordinance No. 2022-002 (Second Reading/Public Hearing)**

An Ordinance of the Town of the Town Commission of the Town of Highland Beach, Florida, rezoning three (3) parcels of real property totaling approximately 1.03 acres located in the Boca Cove Development along South Ocean Boulevard approximately 300 feet south of Russell Drive, as more particularly described herein, from No Zoning Designation to the Residential Multiple-Family Low Density (RML) Zoning District to correct a scrivener's error; providing for severability; providing for conflicts; and providing an effective date. (First Reading was January 04, 2022)



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission

**MEETING DATE** 01/18/2022

**SUBMITTED BY:** Lanelda Gaskins, Town Clerk's Office

**SUBJECT:** Ordinance No. 2022-002 (Second Reading/Public Hearing)

An Ordinance of the Town of the Town Commission of the Town of Highland Beach, Florida, rezoning three (3) parcels of real property totaling approximately 1.03 acres located in the Boca Cove Development along South Ocean Boulevard approximately 300 feet south of Russell Drive, as more particularly described herein, from No Zoning Designation to the Residential Multiple-Family Low Density (RML) Zoning District to correct a scrivener's error; providing for severability; providing for conflicts; and providing an effective date. (First Reading was January 04, 2022)

---

**SUMMARY:**

At the January 04, 2021 meeting, Town Commission unanimously approved the proposed ordinance rezoning three (3) parcels of real property totaling approximately 1.03 acres located in the Boca Cove Development along South Ocean Boulevard approximately 300 feet south of Russell Drive, as more particularly described herein, from No Zoning Designation to the Residential Multiple-Family Low Density (RML) Zoning District to correct a scrivener's error.

Therefore, Ordinance No. 2022-002 is before Town Commission for adoption on second/final reading.

---

**FISCAL IMPACT:**

N/A

---

**ATTACHMENTS:**

Ordinance No. 2022-002

---

**RECOMMENDATION:**

Adopt Ordinance No. 2022-002 on second/final reading.





## **ORDINANCE NO. 2022-002**

**AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, REZONING THREE (3) PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1.03 ACRES LOCATED IN THE BOCA COVE DEVELOPMENT ALONG SOUTH OCEAN BOULEVARD APPROXIMATELY 300 FEET SOUTH OF RUSSELL DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM NO ZONING DESIGNATION TO THE RESIDENTIAL MULTIPLE-FAMILY LOW DENSITY (RML) ZONING DISTRICT TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the official Zoning Map of the Town of Highland Beach was adopted in 1990 (Ordinance No. 594); and

**WHEREAS**, in January 2021, the Palm Beach County Property Appraiser advised Town staff that three (3) parcels (Parcel control numbers 24-43-47-04-01-000-1131, 24-43-47-04-00-006-0250, and 24-43-47-04-01-000-1128) located within the Boca Cove development have no zoning district designation; and

**WHEREAS**, according to the Town Zoning Map, all the parcels located within the Boca Cove development with the exception of the three (3) parcels noted above are zoned Residential Multiple Family Low Density (RML); and

**WHEREAS**, upon review of the Town Zoning Map adopted by Ordinance 594, the three (3) parcels, noted above, were in fact located within the Residential Multiple Family Low Density (RML) zoning district; however, this zoning district designation is not reflected on the current Town Zoning Map; and

**WHEREAS**, the current Town Zoning Map is in a different mapping format than the Town Zoning Map adopted in 1990 (Ordinance No. 594) and therefore this may have contributed to the unintentional scrivener's error; and

**WHEREAS**, the proposed correction of a scrivener's error to the Town Zoning Map is consistent with the Town Comprehensive Plan; and

**WHEREAS**, the Town Planning Board, as the designated Local Planning Agency, conducted a public hearing on the proposed rezoning and provided its recommendation to the Town Commission; and

**WHEREAS**, the Town Commission of the Town of Highland Beach desires to correct this scrivener's error to the Town Zoning Map and determines that the adoption of this Ordinance is in the best interests of the residents and citizens of the Town of Highland Beach.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA that:**

**SECTION 1.** The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

**SECTION 2.** In order to correct the scrivener's error, the Town Commission hereby amends the Official Zoning Map of the Town of Highland Beach, Florida, to reflect a zoning classification of Residential Multiple Family Low Density (RML) for the three parcels described in Exhibit "A" attached hereto and incorporated herein by reference.

**SECTION 3.** The Town of Highland Beach Official Zoning Map shall, upon the effective date of this ordinance, be amended to conform to the provisions of Section 2 hereof.

**SECTION 4.** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6.** This Ordinance shall become effective immediately upon adoption.

The foregoing Ordinance was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and upon being put to the vote, the vote was as follows:

**VOTES:** YES NO

Mayor Douglas Hillman  
Vice Mayor Natasha Moore  
Commissioner Peggy Gossett-Seidman  
Commissioner Evalyn David  
Commissioner John Shoemaker

PASSED AND ADOPTED on final reading at the Regular Commission meeting held on this 18<sup>th</sup> day of January, 2022.

**ATTEST:**

\_\_\_\_\_  
Douglas Hillman, Mayor

**REVIEWED FOR LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach

SUN-SENTINEL

**Sold To:**

Town of Highland Beach Florida - CU00661788  
3614 S Ocean Blvd  
Highland Beach FL 33487,FL 33487-3393

**Bill To:**

Town of Highland Beach Florida - CU00661788  
3614 S Ocean Blvd  
Highland Beach FL 33487,FL 33487-3393

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

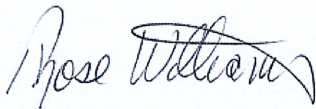
**State Of Florida**

**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

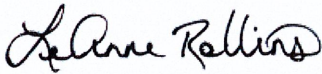
The matter of 11720-Notice of Public Meeting , Town of Highland Beach Florida  
Was published in said newspaper in the issues of; Nov 29, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM  
BEACH/MIAMI-DADE County, Florida, and that the said newspaper  
has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County,  
Florida, each day and has been entered as second class matter at the post office in BROWARD County,  
Florida, for a period of one year next preceding the first publication of the attached copy of advertisement;  
and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any  
discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the  
said newspaper.

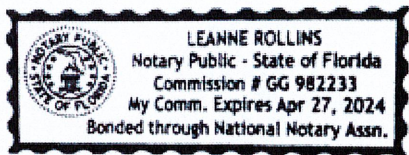


Signature of Affiant

Sworn to and subscribed before me this: November 30, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail

**Affidavit Email Address:** lgaskins@highlandbeach.us, gthompson@highlandbeach.us  
7092376



**TOWN OF HIGHLAND BEACH  
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that the Planning Board of the Town of Highland Beach will conduct a Public Hearing on Thursday, December 9, 2021 at 9:30 AM and the Town Commission will conduct a Public Hearing on Tuesday, January 18, 2022 at 1:30 PM in the Commission Chambers at Town Hall, 3614 South Ocean Boulevard, Highland Beach, Florida to consider the following proposed Ordinances:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A SMALL-SCALE AMENDMENT TO THE TOWN COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE DESIGNATION OF A 0.8315 ACRE PARCEL OF LAND LOCATED IN THE BOCA COVE DEVELOPMENT ALONG SOUTH OCEAN BOULEVARD APPROXIMATELY 300 FEET SOUTH OF RUSSELL DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM NO FUTURE LAND USE CLASSIFICATION TO MULTI FAMILY LOW DENSITY TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN HIGHLAND BEACH, FLORIDA, REZONING THREE (3) PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1.03 ACRES LOCATED IN THE BOCA COVE DEVELOPMENT ALONG SOUTH OCEAN BOULEVARD APPROXIMATELY 300 FEET SOUTH OF RUSSELL DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM NO ZONING DESIGNATION TO THE RESIDENTIAL MULTIPLE-FAMILY LOW DENSITY (RML) ZONING DISTRICT TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

The proposed Ordinances are available for inspection in the Town Clerk's Office at Town Hall, Monday through Friday during normal business hours of 8:30 a.m. to 4:30 p.m.

Public participation will be in the forms of in-person, Zoom or telephone call. Persons desiring to participate in the meeting must preregister by contacting the Town Clerk's Office at email address [publiccomments@highlandbeach.us](mailto:publiccomments@highlandbeach.us) or by submitting public comment to the Town of Highland Beach's Agendas and Meetings webpage <https://mmportal6.teamunicode.com/>. At the top of the webpage, click on "Public Comments" complete the electronic form and click submit. The submitted comment will be read into record during the corresponding portion of the meeting. All request for the Planning Board meeting on Thursday December 9, 2021, will be accepted until 9:30 AM on Wednesday, December 8,



## SUN-SENTINEL

2021. All request for the Town Commission meeting on Tuesday, January 18, 2022, will be accepted up until 1:30 PM on Monday, January 17, 2022.

Any person that decides to appeal any decision made by the Planning Board with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record. In accordance with the Americans with Disabilities Act, persons who need special accommodation to attend or participate in this meeting should contact the Town Clerk's Office at (561) 278-4548 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771. For additional information, please contact the Town Planner at (561) 278-4540.

TOWN OF HIGHLAND BEACH, BUILDING  
DEPARTMENT  
11/29/2021 7092376

Order # - 7092376



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** January 4, 2022

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, REZONING THREE (3) PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1.03 ACRES LOCATED IN THE BOCA COVE DEVELOPMENT ALONG SOUTH OCEAN BOULEVARD APPROXIMATELY 300 FEET SOUTH OF RUSSELL DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM NO ZONING DESIGNATION TO THE RESIDENTIAL MULTIPLE-FAMILY LOW DENSITY (RML) ZONING DISTRICT TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

---

## SUMMARY:

In January 2021, the Palm Beach County Property Appraiser advised Town staff that the following three (3) parcels located within the Boca Cove development do not have a zoning district designation (Attachment No. 1):

Parcel Control No. (PCN)	PARCEL ADDRESS	PROPERTY OWNER
24434704010001131	1123 Boca Cove Lane	Bonnie H and Michael K Mazor
24434704000060250	NA	Boca Cove HOA
24434704010001128	NA	Boca Cove HOA

According to the Town's Zoning Map, all the parcels located within the Boca Cove development (with the exception of the three (3) parcels noted above) are zoned RML - Residential Multiple Family Low Density. Upon review of Town Ordinance No. 594 (Attachment No. 2), which adopted the Zoning Map in 1990, it is clear that these three (3) parcels were located within the RML Zoning District; however, in error, the current Zoning Map (which is in a different mapping format than the Zoning Map adopted under Ordinance No. 594) does not provide any zoning designation for these parcels. The proposed Ordinance correctly designates RML as the applicable zoning district for the above referenced parcels. *Note that a separate Ordinance which corrects a scrivener's error to the Future Land Use Map for PCN 24-43-47-04-01-000-1128 will be reviewed and considered by the Town Commission (as a separate agenda item) at the second reading of the rezoning Ordinance currently scheduled for January 18, 2022. Pursuant to Section 163.3187(2) Florida Statutes, a small-*



---

*scale amendment to the Comprehensive Plan requires only one (1) public hearing which shall be an adoption hearing.*

As a courtesy, Town staff reached out (via telephone and certified letter) to the Boca Cove property management company (Vesta Property Services, Inc.) and to the Mazor residence prior to the scheduling of public hearings to advise them of the scrivener's error as it pertains to both the Zoning and Future Land Use Maps (Attachment No. 2). Town staff did not receive any comments from Boca Cove residents or the property management company as it pertained to the courtesy letter.

The proposed Ordinance is consistent with the requirements of Section 30-43(d)(4) of the Town Code of Ordinances which includes consistency with the Town Comprehensive Plan and the Town Code.

**PLANNING BOARD ACTION:**

At the December 9, 2021 Planning Board ("Board") meeting, the Board recommended approval of the proposed rezoning of three (3) parcels, as noted above, to correct a scrivener's error (motion carried 6-0). In addition, the Board recommended approval for a corresponding small-scale amendment to the Town Comprehensive Plan which corrects a scrivener's error to the Future Land Use designation of parcel control number 24-43-47-04-01-000-1128 from no designation to Multi Family Low Density (motion carried 6-0).

---

**FISCAL IMPACT:**

None.

---

**ATTACHMENTS:**

Attachment No. 1 - Correspondence from Palm Beach County Property Appraiser  
Attachment No. 2 - Letter to Boca Cove property management company & Mazor Residence Ordinance (includes proposed Zoning Map changes)

---

**RECOMMENDATION:**

Approval of Ordinance.

**Ingrid Allen**

---

**From:** Ingrid Allen  
**Sent:** Wednesday, January 27, 2021 12:17 PM  
**To:** Diana Wilson  
**Subject:** RE: Town of Highland Beach Official Zoning Map Request

Diane:

The Town's zoning map does not provide a zoning district for the three (3) parcels you reference below. I am not sure why that is. Given that I have been with the Town 14 months, let me do a bit of research on this and get back with you.



Sincerely,  
**Ingrid Allen**  
Town Planner

*Town of Highland Beach  
3614 S. Ocean Boulevard  
Highland Beach FL 33487  
(561) 278-4540 Office  
(561) 278-2606 Fax  
[www.highlandbeach.us](http://www.highlandbeach.us)*

Florida has a very broad public records law. Most written communications to or from the Town of Highland Beach officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Highland Beach.

---

**From:** Diana Wilson <DIWilson@pbcgov.org>  
**Sent:** Wednesday, January 27, 2021 9:36 AM  
**To:** Ingrid Allen <iallen@highlandbeach.us>  
**Subject:** RE: Town of Highland Beach Official Zoning Map Request

Good morning Ingrid,

I do not have the zoning for the PNC below, Could you please let me know the zoning for these three PCN:

- 24434704010001131
- 24434704000060250
- 24434704010001128

Thank you and I look forward to hearing from you,

Best,

-----  
Diana Wilson  
Spatial Analyst  
Data Management Department  
**Palm Beach County Property Appraiser's Office**  
301 N Olive Ave, West Palm Beach, FL 33401  
Tel: 561 355-6757 Fax: 561 355-1711  
Website: [www.pbcgov.com/PAPA](http://www.pbcgov.com/PAPA)

*We Value What You Value*



**DOROTHY JACKS**  
CFA, AAS  
Palm Beach County Property Appraiser





# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

August 16, 2021

Mr. James Demos  
Vesta Property Services, Inc.  
751 Park of Commerce Drive, Suite 118  
Boca Raton, FL 33487

Dear Mr. Demos:

Earlier this year, the Town of Highland Beach was advised by the Palm Beach County Property Appraiser that the following parcel control numbers (PCNs) located within the Boca Cove development do not have a designated zoning district:

PCN	PARCEL ADDRESS	PROPERTY OWNER
24434704010001131	1123 Boca Cove Lane	Bonnie H and Michael K Mazor
24434704000060250	NA	Boca Cove HOA
24434704010001128	NA	Boca Cove HOA

According to the Town's Zoning Map, all the parcels located within the Boca Cove development (with the exception of the parcels noted above) are zoned RML - Residential Multiple Family Low Density (Attachment No. 1). Upon review of Town Ordinance No. 594, which adopted the Zoning Map in 1990, it is clear that these three (3) parcels were located within the RML Zoning District (Attachment No. 2); however, in error, the current Zoning Map (which is in a different mapping format than the Zoning Map adopted under Ordinance No. 594) does not provide any zoning designation for these parcels. In order to remedy this Zoning Map scrivener's error, Town staff will draft an Ordinance that will correctly designate RML as the applicable zoning district for the above referenced PCNs. The Ordinance will be reviewed and considered in a public hearing format (to be determined) by both the Planning Board and the Town Commission.

In addition, PCN 24434704010001128 does not have a corresponding Future Land Use designation as provided in the Town's Comprehensive Plan (Attachment No. 3). The remaining two (2) parcels, as noted above, as well as the entire Boca Cove community has a Future Land Use designation of Multi Family Low Density. Therefore, an amendment to the Future Land Use Map of the Town Comprehensive Plan will be required to correct this additional scrivener's error pertaining only to PCN 24434704010001128.

According to Section 30-46 of the Town Code of Ordinances, amendments to the Zoning and Future Land Use Maps requires that written notice of the scheduled public hearings be provided to each property owner located within 500 feet of the parcels in question. In anticipation of the latter, I am reaching out to you as a courtesy and in advance of such public notice requirements

so that you may advise the community of the map errors that the Town will be correcting. I will be glad to meet with the HOA to address any questions regarding the anticipated correction of these scrivener's errors. Note, there will be no cost to the HOA or individual property owners to correct the Zoning and Future Land Use maps.

Please feel free to contact me at 561-278-4540 (press option 3) if you or any residents should have any questions regarding this matter.

Sincerely,



Ingrid Allen  
Town Planner

cc: Marshall Labadie, Town Manager

Attachment No. 1 – Town Zoning Map

Attachment No. 2 – Town Ordinance No. 594

Attachment No. 3 - Town Future Land Use Map





# TOWN OF HIGHLAND BEACH OFFICIAL ZONING MAP

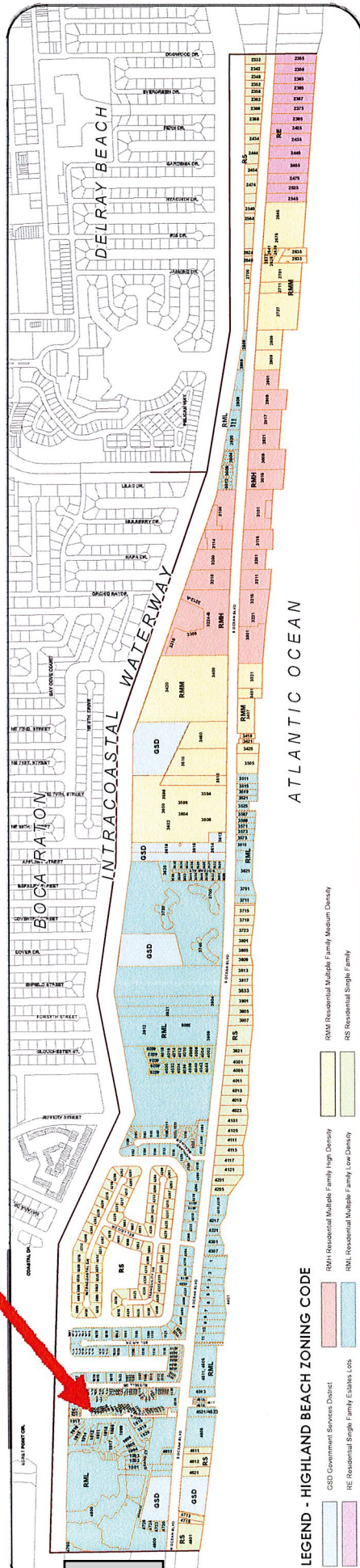


SCALE



1 inch = 500 feet

## Boca Cove Development



### LEGEND - HIGHLAND BEACH ZONING CODE



#### TOWN COMMISSION

BERNARD FEATHERMAN, Mayor  
WILLIAM WEITZ, PhD, Vice Mayor

LOUIS P. STERN, Comm.

CARL FELDMAN, Comm.

RHODA ZELNIKER, Comm.

#### PLANNING BOARD

CAROL STERN, Chair

ILYNE MENDELSON, Vice Chair

RONALD CLARK

STEPHEN GOLDING

HARVEY MART

CHARLES SHANE

WILLIAM SVENSTRUP

#### ATTESTATION

VALERIE OAKES, Town Clerk

ADOPTED

ORDINANCE NO.

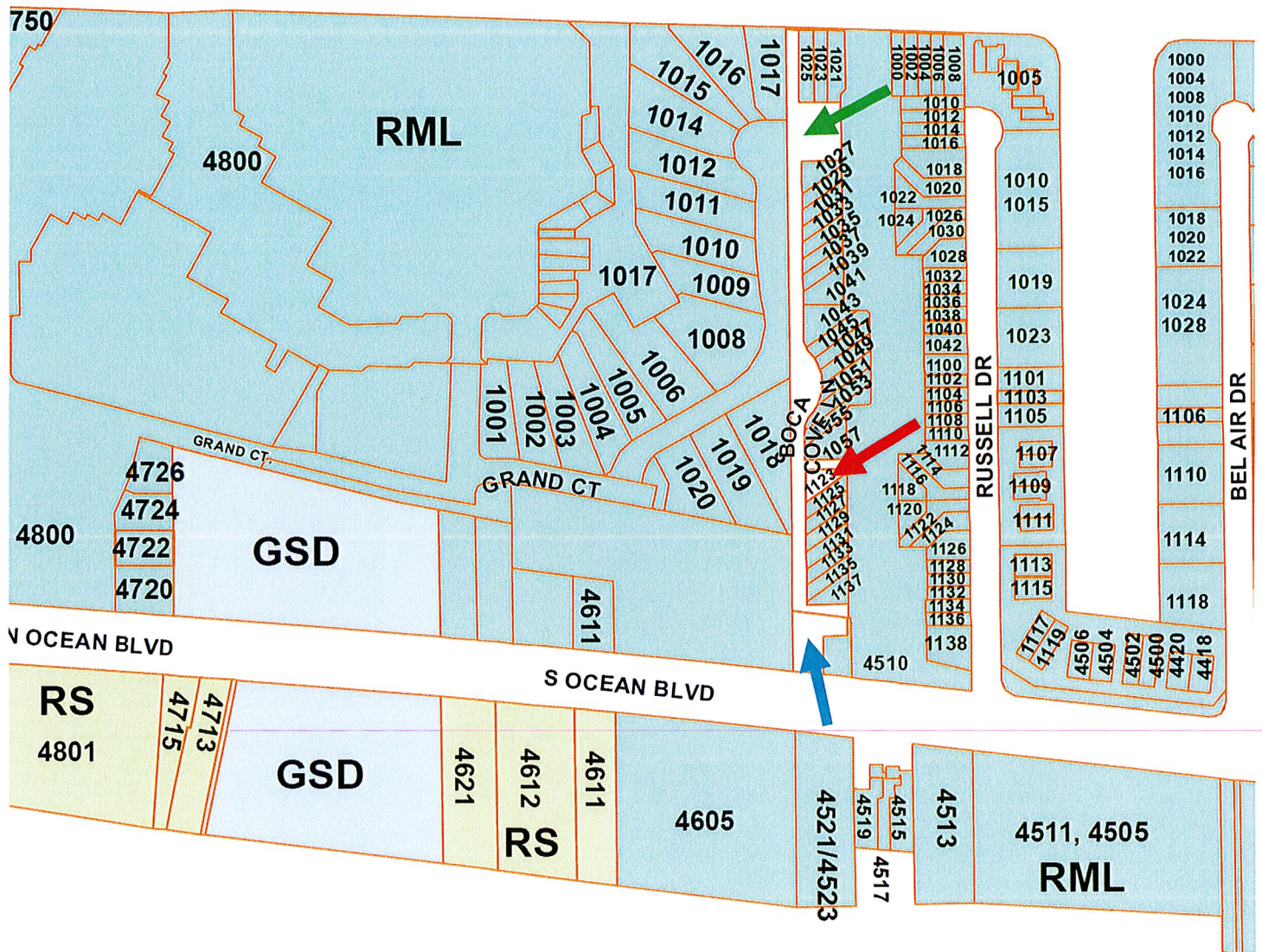
THIS IS TO CERTIFY THAT THIS IS THE OFFICIAL ZONING MAP OF THE TOWN OF HIGHLAND BEACH AS ADOPTED BY ORDINANCE NO. 584, AND IS AN AMENDMENT OF THE OFFICIAL ZONING MAP REFERRED IN SECTION ONE OF ORDINANCE NO. 503 OF THE TOWN OF HIGHLAND BEACH, FLORIDA.





# Boca Cove: Zoning Map

scrivener's errors to be corrected



## LEGEND - HIGHLAND BEACH ZONING CODE

	GSD Government Services District		RMH Residential Multiple Family High Density		RMI Residential Multiple Family Medium Density
	RE Residential Single Family Estates Lots		RML Residential Multiple Family Low Density		RS Residential Single Family

**Green** arrow = PCN #24434704010001128 (0.8315 acres)

**Red** arrow = PCN #24434704010001131 (1123 Boca Cove Lane) (0.05 acres)

**Blue** arrow = PCN #24434704000060250 (0.15 acres)

Source: Palm Beach County Property Appraiser



ORDINANCE NO. 594

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA RELATING TO REZONING, PROVIDING FOR THE AMENDMENT OF THE "OFFICIAL ZONING MAP" OF THE TOWN OF HIGHLAND BEACH AS INCORPORATED BY REFERENCE IN ORDINANCE NO. 503; PROVIDING FOR THE APPROPRIATE REVISION OF THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Board, after notice and public hearing has reviewed the Town's current Comprehensive Plan to determine what changes should be made to "Official Zoning Map" of the Town of Highland Beach as incorporated by reference in Ordinance No. 503, in order that the zoning of properties in the Town will be consistent with the Comprehensive Plan as mandated by Florida Statute § 163.3194(b); and

WHEREAS, the Planning Board has found, after receiving recommendations from the Town's land planners, that the zoning depicted on the map attached hereto as Exhibit "A" is consistent with the Comprehensive Plan, and has recommended that the Town Commission approve such zoning for the land located within the corporate limits of the Town of Highland Beach; and

WHEREAS, the Town Commission has taken the recommendation of the Planning Board into consideration, and has also considered the appropriateness of the zoning for the properties located within the Town; and

WHEREAS, the Town Commission deems it necessary to amend the "Official Zoning Map" as incorporated by reference in Ordinance No. 503, to reflect the zoning depicted on the map attached hereto as Exhibit "A" in order that the zoning of all properties within the Town will be consistent with the Comprehensive Plan;

WHEREAS, all applicable requirements of Chapters 163 and 166 Florida Statutes and Chapter 30 of the Town's Code of Ordinances has been met:

NOW THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Highland Beach that:

1. The "Official Zoning Map" incorporated by reference in Ordinance No. 503 is hereby amended to reflect the zoning

depicted on the map attached to this ordinance as Exhibit "A".

2. The Town Manager is hereby directed to cause the "Official Zoning Map" of the Town of Highland Beach as incorporated by reference in Ordinance No. 503 to be amended in accordance with this ordinance.

3. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Highland Beach this 22nd day of August, 1990.

ATTEST:

Anne M. Kovale  
TOWN CLERK

Joseph A. Boulay  
JOSEPH A. BOULAY, MAYOR

August 7, 1990  
FIRST READING

William E. Paul  
WILLIAM E. PAUL, COMMISSIONER  
VICE MAYOR

August 7, 1990  
POSTED AFTER FIRST READING

Marvin Waldman  
MARVIN WALDMAN, COMMISSIONER

August 8, 1990  
PUBLISHED

(Absent)  
Betty Jean Stewart COMMISSIONER

August 22, 1990  
FINAL READING

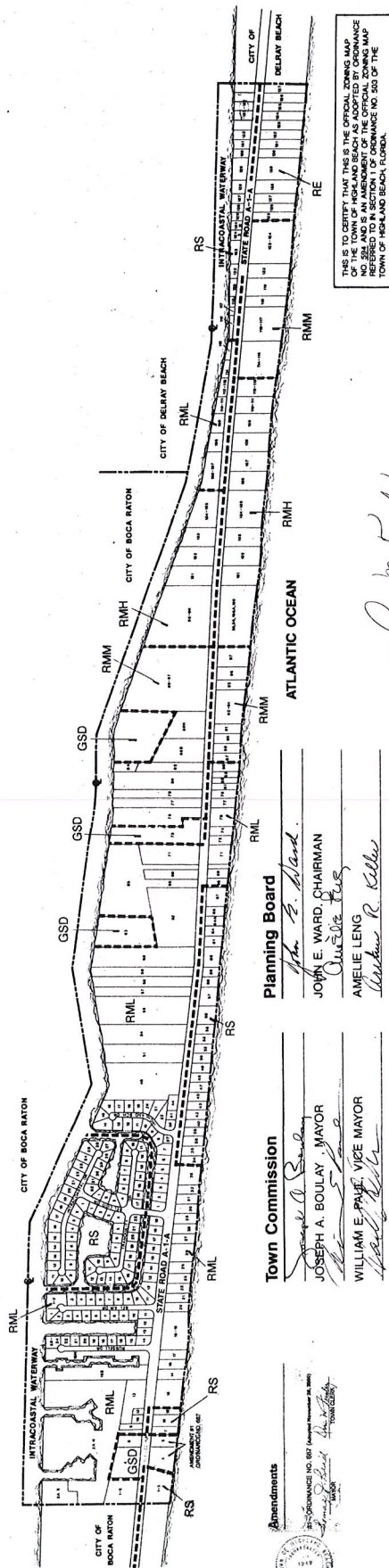
Harold C. Chambers  
HAROLD C. CHAMBERS, COMMISSIONER

August 22, 1990  
POSTED AFTER FINAL READING

August 7 and August 22, 1990  
PUBLIC HEARING HELD

**LEGEND**

RE	RESIDENTIAL SINGLE FAMILY ESTATE LOTS
RS	RESIDENTIAL SINGLE FAMILY
RM	RESIDENTIAL MULTIPLE FAMILY LOW DENSITY
RRM	RESIDENTIAL MULTIPLE FAMILY MEDIUM DENSITY
RHM	RESIDENTIAL MULTIPLE FAMILY HIGH DENSITY
GSD	GOVERNMENT SERVICE DISTRICT



THIS IS TO CERTIFY THAT THIS IS THE OFFICIAL ZONING MAP OF THE TOWN OF HIGHLAND BEACH AS ADOPTED BY ORDINANCE NO. 524 AND IS AN AMENDMENT OF THE OFFICIAL ZONING MAP REFERRED TO IN SECTION 1 OF ORDINANCE NO. 503 OF THE TOWN OF HIGHLAND BEACH, FLORIDA.

SCALE: 0' 150' 300' 600' 900' 1200'

## Planning Board

JOHN E. WARD, CHAIRMAN

AMELIE LENG

ARTHUR R. KELLER

HAROLD R. HAGELMANN

**Town Commission**

JOSEPH A. BOULAY : MAYOR

WILLIAM E. PAUL, VICE MAYOR

HAROLD C. CHAMBERS, COMMISSIONER

**BETTY JEAN STEWART, COMMISSIONER**

MARVIN A. WALDMAN, COMMISSIONER

**GEE & JENSON**  
Engineers • Architects • Planners, Inc.








Page 70



# Future Land Use Map

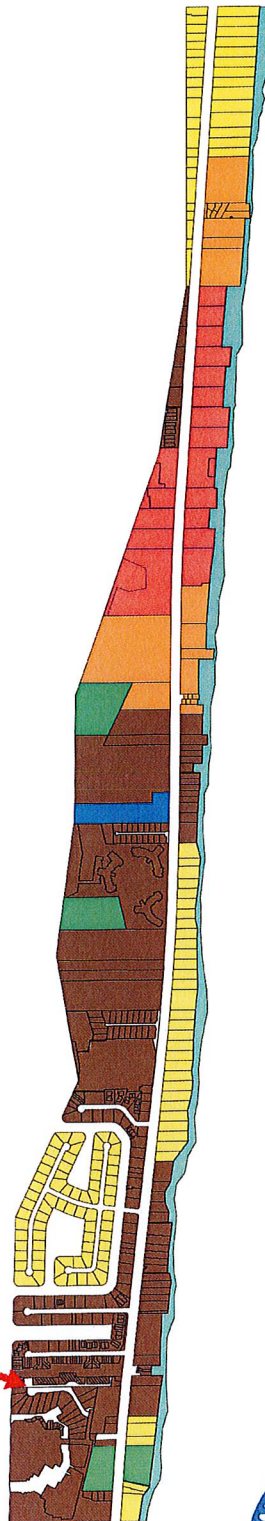
Year 2030

## Legend

-  Government
-  Multi Family High Density
-  Multi Family Low Density
-  Multi Family Medium Density
-  Recreational Open Space
-  Single Family
-  Conservation

## Boca Cove Development

Proposed Multi Family Low Density  
designation for PCN #24434704010001128





# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

August 16, 2021

Michael and Bonnie Mazor  
1123 Boca Cove Lane  
Highland Beach, FL 33487

Dear Mr. and Mrs. Mazor:

Earlier this year, the Town of Highland Beach was advised by the Palm Beach County Property Appraiser that the following parcel control numbers (PCNs) located within the Boca Cove development, including your property, do not have a designated Zoning District:

PCN	PARCEL ADDRESS	PROPERTY OWNER
24434704010001131	1123 Boca Cove Lane	Bonnie H and Michael K Mazor
24434704000060250	NA	Boca Cove HOA
24434704010001128	NA	Boca Cove HOA

According to the Town's Zoning Map, all the parcels located within the Boca Cove development (with the exception of the parcels noted above) are zoned RML - Residential Multiple Family Low Density (See attachment No. 1). Upon review of Town Ordinance No. 594, which adopted the Zoning Map in 1990, it is clear that these three (3) parcels were located within the RML Zoning District (See attachment No. 2); however, in error, the current Zoning Map (which is in a different mapping format than the Zoning Map adopted under Ordinance No. 594) does not provide any zoning designation for these parcels. In order to remedy this Zoning Map scrivener's error, Town staff will draft an Ordinance that will correctly designate RML as the applicable Zoning District for the above referenced PCNs including your property. The Ordinance will be reviewed and considered in a public hearing format (to be determined) by both the Planning Board and the Town Commission.

According to Section 30-46 of the Town Code of Ordinances, amendments to the Zoning Map require that written notice of the scheduled public hearings be provided to each property owner located within 500 feet of the parcels in question. In anticipation of the latter and as the property owner of 1123 Boca Cove Lane, I am reaching out to you as a courtesy and in advance of such public notice requirements so that you are aware of this map error and the Town's intent to correct it. Note, there will be no cost to the HOA or to you to correct the Zoning map.

Please feel free to contact me at 561-278-4540 (press option 3) if you should have any questions regarding this matter.

Sincerely,



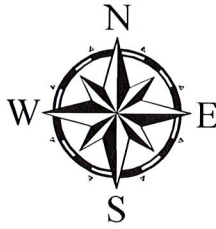
Ingrid Allen  
Town Planner

Cc: Marshall Labadie, Town Manager

Attachment No. 1 – Town Zoning Map  
Attachment No. 2 – Town Ordinance No. 594



# TOWN OF HIGHLAND BEACH OFFICIAL ZONING MAP

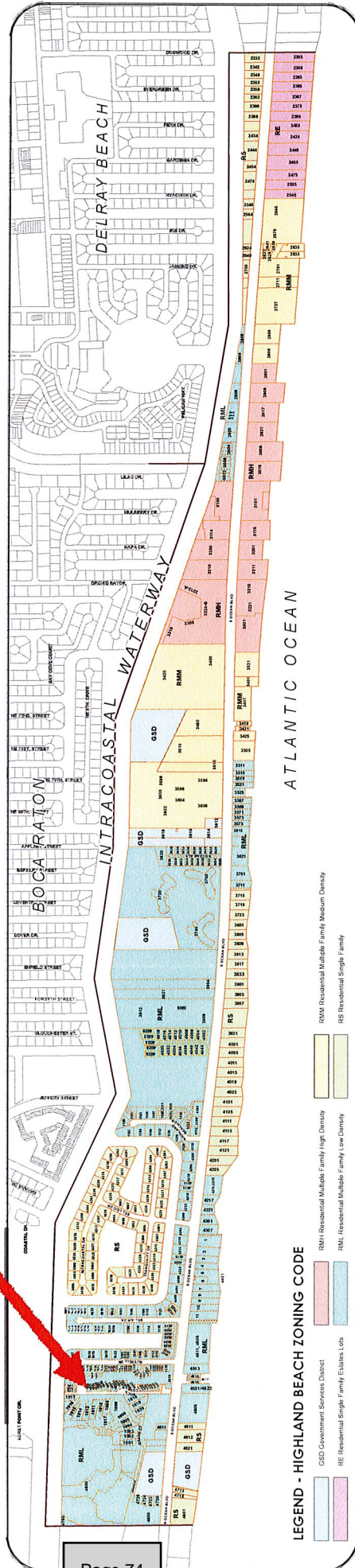


SCALE



1 inch = 500 feet

## Boca Cove Development



### LEGEND - HIGHLAND BEACH ZONING CODE

CS	Government Services District	RM	Residential Medium Density
RE	Residential Single Family Estate Lots	RS	Residential Single Family
RM	Residential Medium Density	RS	Residential Single Family
RS	Residential Single Family	RS	Residential Single Family

### TOWN COMMISSION

BERNARD FEATHERMAN, Mayor
WILLIAM WEITZ, PhD, Vice Mayor
LOUIS P. STERN, Comm.
CARL FELDMAN, Comm.
RHODA ZELNIKER, Comm.

### ATTESTATION

VALERIE OAKES, Town Clerk
ADOPTED
ORDINANCE NO.

### PLANNING BOARD

CAROL STERN, Chair
ILYNE MENDELSON, Vice Chair
RONALD CLARK
STEPHEN GOLDING
HARVEY MART
CHARLES SHANE
WILLIAM SVENSTRUP

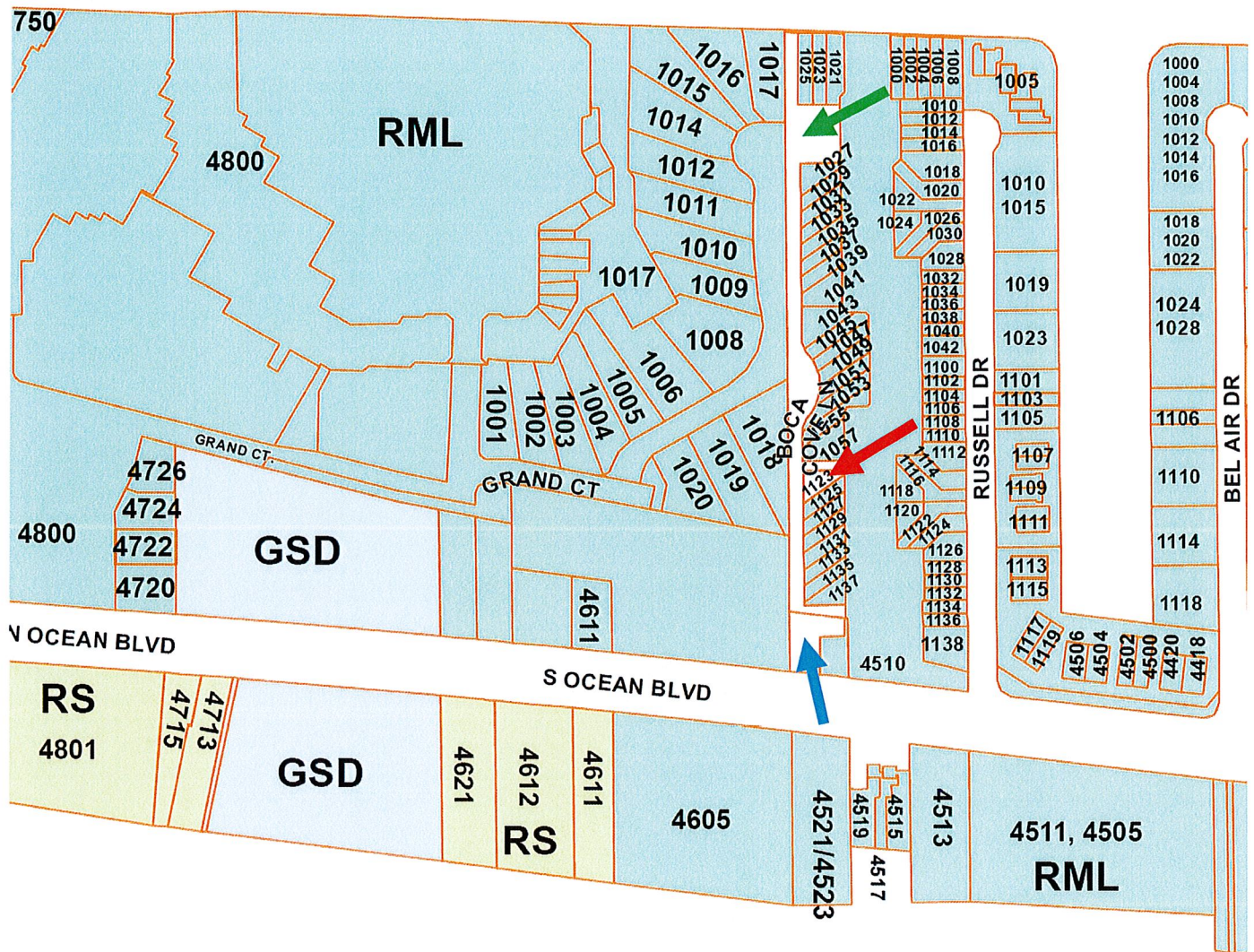
THIS IS TO CERTIFY THAT THIS IS THE OFFICIAL ZONING MAP OF THE TOWN OF HIGHLAND BEACH AS ADOPTED BY ORDINANCE NO. 594, AND IS AN AMENDMENT OF THE OFFICIAL ZONING MAP REFERRED IN SECTION ONE OF ORDINANCE NO. 503 OF THE TOWN OF HIGHLAND BEACH, FLORIDA.





# Boca Cove: Zoning Map

scrivener's errors to be corrected



## LEGEND - HIGHLAND BEACH ZONING CODE

	GSD Government Services District		RMH Residential Multiple Family High Density		RLIM Residential Multiple Family Medium Density
	RE Residential Single Family Estates Lots		RML Residential Multiple Family Low Density		RS Residential Single Family

**Green** arrow = PCN #24434704010001128 (0.8315 acres)

**Red** arrow = PCN #24434704010001131 (1123 Boca Cove Lane) (0.05 acres)

**Blue** arrow = PCN #24434704000060250 (0.15 acres)

Source: Palm Beach County Property Appraiser

ORDINANCE NO. 594

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA RELATING TO REZONING, PROVIDING FOR THE AMENDMENT OF THE "OFFICIAL ZONING MAP" OF THE TOWN OF HIGHLAND BEACH AS INCORPORATED BY REFERENCE IN ORDINANCE NO. 503; PROVIDING FOR THE APPROPRIATE REVISION OF THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Board, after notice and public hearing has reviewed the Town's current Comprehensive Plan to determine what changes should be made to "Official Zoning Map" of the Town of Highland Beach as incorporated by reference in Ordinance No. 503, in order that the zoning of properties in the Town will be consistent with the Comprehensive Plan as mandated by Florida Statute § 163.3194(b); and

WHEREAS, the Planning Board has found, after receiving recommendations from the Town's land planners, that the zoning depicted on the map attached hereto as Exhibit "A" is consistent with the Comprehensive Plan, and has recommended that the Town Commission approve such zoning for the land located within the corporate limits of the Town of Highland Beach; and

WHEREAS, the Town Commission has taken the recommendation of the Planning Board into consideration, and has also considered the appropriateness of the zoning for the properties located within the Town; and

WHEREAS, the Town Commission deems it necessary to amend the "Official Zoning Map" as incorporated by reference in Ordinance No. 503, to reflect the zoning depicted on the map attached hereto as Exhibit "A" in order that the zoning of all properties within the Town will be consistent with the Comprehensive Plan;

WHEREAS, all applicable requirements of Chapters 163 and 166 Florida Statutes and Chapter 30 of the Town's Code of Ordinances has been met:

NOW THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Highland Beach that:

1. The "Official Zoning Map" incorporated by reference in Ordinance No. 503 is hereby amended to reflect the zoning



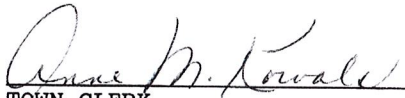
depicted on the map attached to this ordinance as Exhibit "A".

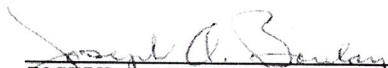
2. The Town Manager is hereby directed to cause the "Official Zoning Map" of the Town of Highland Beach as incorporated by reference in Ordinance No. 503 to be amended in accordance with this ordinance.

3. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Highland Beach this 22nd day of August, 1990.

ATTEST:

  
TOWN CLERK

  
JOSEPH A. BOULAY, MAYOR

August 7, 1990  
FIRST READING

  
WILLIAM E. PAUL, COMMISSIONER  
VICE MAYOR

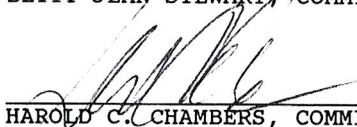
August 7, 1990  
POSTED AFTER FIRST READING

  
MARVIN WALDMAN, COMMISSIONER

August 8, 1990  
PUBLISHED

(Absent)  
BETTY JEAN STEWART, COMMISSIONER

August 22, 1990  
FINAL READING

  
HAROLD C. CHAMBERS, COMMISSIONER

August 22, 1990  
POSTED AFTER FINAL READING

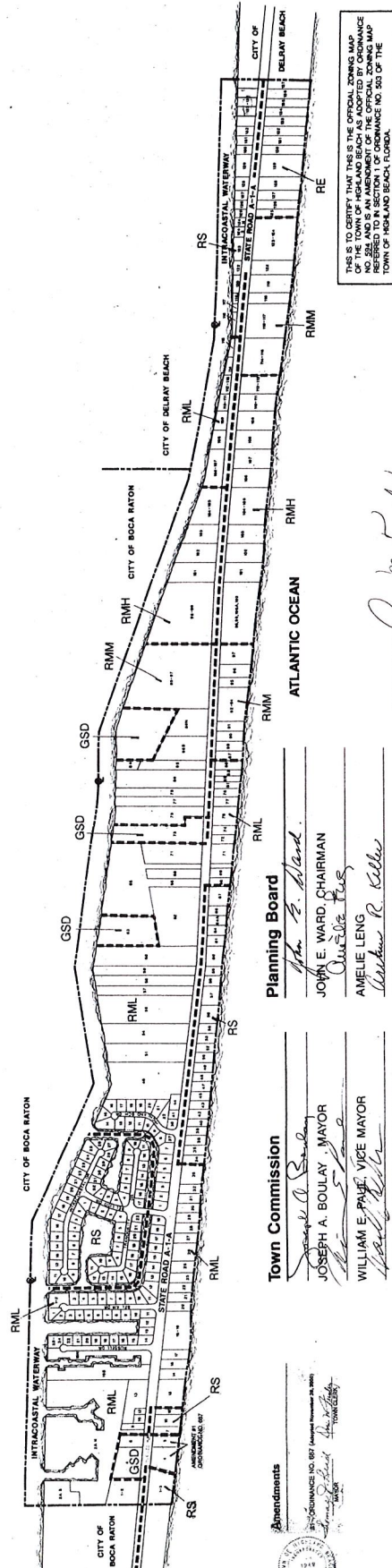
August 7 and August 22, 1990  
PUBLIC HEARING HELD



# TOWN OF HIGHLAND BEACH, FLORIDA

## OFFICIAL ZONING MAP

- LEGEND**
- RE RESIDENTIAL SINGLE FAMILY ESTATE LOTS
  - RS RESIDENTIAL SINGLE FAMILY
  - RML RESIDENTIAL MULTIPLE FAMILY LOW DENSITY
  - RMM RESIDENTIAL MULTIPLE FAMILY MEDIUM DENSITY
  - RMH RESIDENTIAL MULTIPLE FAMILY HIGH DENSITY
  - GSD GOVERNMENT SERVICE DISTRICT



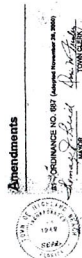
**Town Commission**

JOSEPH A. BOULAY, MAYOR  
WILLIAM E. PAGE, VICE MAYOR  
HAROLD C. CHAMBERS, COMMISSIONER  
BETTY JEAN STEWART, COMMISSIONER  
MARVIN A. WALDMAN, COMMISSIONER

**Planning Board**

JOHN E. WARD, CHAIRMAN  
AMELIE LENG  
ARTHUR R. KELLER  
HAROLD R. HAGELMANN

ATTESTATION: *[Signature]*  
TOWN CLERK  
ADOPTED: *[Signature]* 23, 1992  
ORDINANCE NO. 594



**GEE & JENSON**  
Engineers-Architects-Planners, Inc.



SCALE: 0' 100' 200' 300' 400' 500' 600' 700' 800' 900' 1000'

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee  
 \$ 3.60  
 Extra Services & Fees (check box, add fee if appropriate)  
☒ Return Receipt (hardcopy) \$ 2.85  
☐ Return Receipt (electronic) \$ \_\_\_\_\_  
☐ Certified Mail Restricted Delivery \$ \_\_\_\_\_  
☐ Adult Signature Required \$ \_\_\_\_\_  
☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ 1.40  
 Total Postage and Fees  
 \$ 7.85

Sent To Michael & Bonnie Mazor  
 Street and Apt. No., or PO Box No.  
123 Boca Cove Lane  
 City, State, ZIP+4®  
Highland Beach, FL 33487

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

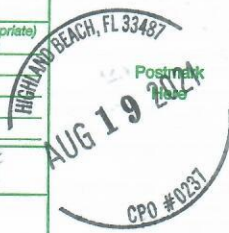
**OFFICIAL USE**

Certified Mail Fee  
 \$ 3.60  
 Extra Services & Fees (check box, add fee if appropriate)  
☒ Return Receipt (hardcopy) \$ 2.85  
☐ Return Receipt (electronic) \$ \_\_\_\_\_  
☐ Certified Mail Restricted Delivery \$ \_\_\_\_\_  
☐ Adult Signature Required \$ \_\_\_\_\_  
☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ 1.40  
 Total Postage and Fees  
 \$ 7.85

Sent To James DeMoss / Vesta Property Services  
 Street and Apt. No., or PO Box No.  
751 Park of Commerce Dr. STE 118  
 City, State, ZIP+4®  
BOCA RATON, FL 33487

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



08-17-21

01 \*7.85  
 01 \*7.85

\*15.70

001-0006  
 \* 9-58



## **ORDINANCE NO.**

**AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, REZONING THREE (3) PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1.03 ACRES LOCATED IN THE BOCA COVE DEVELOPMENT ALONG SOUTH OCEAN BOULEVARD APPROXIMATELY 300 FEET SOUTH OF RUSSELL DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM NO ZONING DESIGNATION TO THE RESIDENTIAL MULTIPLE-FAMILY LOW DENSITY (RML) ZONING DISTRICT TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the official Zoning Map of the Town of Highland Beach was adopted in 1990 (Ordinance No. 594); and

**WHEREAS**, in January 2021, the Palm Beach County Property Appraiser advised Town staff that three (3) parcels (Parcel control numbers 24-43-47-04-01-000-1131, 24-43-47-04-00-006-0250, and 24-43-47-04-01-000-1128) located within the Boca Cove development have no zoning district designation; and

**WHEREAS**, according to the Town Zoning Map, all the parcels located within the Boca Cove development with the exception of the three (3) parcels noted above are zoned Residential Multiple Family Low Density (RML); and

**WHEREAS**, upon review of the Town Zoning Map adopted by Ordinance 594, the three (3) parcels, noted above, were in fact located within the Residential Multiple Family Low Density (RML) zoning district; however, this zoning district designation is not reflected on the current Town Zoning Map; and

**WHEREAS**, the current Town Zoning Map is in a different mapping format than the Town Zoning Map adopted in 1990 (Ordinance No. 594) and therefore this may have contributed to the unintentional scrivener's error; and

**WHEREAS**, the proposed correction of a scrivener's error to the Town Zoning Map is consistent with the Town Comprehensive Plan; and



**WHEREAS**, the Town Planning Board, as the designated Local Planning Agency, conducted a public hearing on the proposed rezoning and provided its recommendation to the Town Commission; and

**WHEREAS**, the Town Commission of the Town of Highland Beach desires to correct this scrivener's error to the Town Zoning Map and determines that the adoption of this Ordinance is in the best interests of the residents and citizens of the Town of Highland Beach.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA that:**

**SECTION 1.** The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

**SECTION 2.** In order to correct the scrivener's error, the Town Commission hereby amends the Official Zoning Map of the Town of Highland Beach, Florida, to reflect a zoning classification of Residential Multiple Family Low Density (RML) for the three parcels described in Exhibit "A" attached hereto and incorporated herein by reference.

**SECTION 3.** The Town of Highland Beach Official Zoning Map shall, upon the effective date of this ordinance, be amended to conform to the provisions of Section 2 hereof.

**SECTION 4.** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6.** This Ordinance shall become effective immediately upon adoption.

The forgoing Ordinance, on first reading, was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Douglas Hillman	_____
Vice Mayor Natasha Moore	_____
Commissioner Peggy Gossett-Seidman	_____
Commissioner Evalyn David	_____
Commissioner John Shoemaker	_____

\_\_\_\_\_ on first reading at the Regular Commission meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2022.



The forgoing Ordinance, on second reading, was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Douglas Hillman	_____
Vice Mayor Natasha Moore	_____
Commissioner Peggy Gossett-Seidman	_____
Commissioner Evalyn David	_____
Commissioner John Shoemaker	_____

\_\_\_\_\_ on second and final reading at the Regular Commission meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Douglas Hillman, Mayor

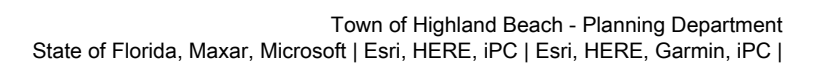
**REVIEWED FOR LEGAL SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach



**EXHIBIT "A"**



**File Attachments for Item:**

B. Continued discussion on Building Permit Pricing





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 01/18/2022

**SUBMITTED BY:** Marshall Labadie, Town Manager

**SUBJECT:** Continued discussion on building permit fees discount

---

## **SUMMARY:**

At December 22, 2021 Commission meeting, the Commission discussed the potential of providing a building permit discount or reducing the permit fees to recognize the increase in the the cost of materials and labor in the building industry.

During the discussion, the Commission requested additional financial information pertaining to the operation of the Building Deparmtent and its fund balance.

Attached is a Revenue / Expense Report for FY 22 (trhough 1/8/2022) along with a Budget Report for FY 2019-2022. As it relates to the fund balance for Fund 106 - Building Department, the total unadutied fund balance is approximately \$1.5 million. This number is estimated by working from the FY 20 audit and projecting forward from the unadited FY 21 year end financial numbers.

---

## **FISCAL IMPACT:**

TBD

---

## **ATTACHMENTS:**

Revenue/Expense Report FY 2022 for Fund 106 (Building Department)

Budget Report for FY 2019-2022 for Fund 106 (Building Department)

---

## **RECOMMENDATION:**

Commission discussion.



PERIOD ENDING 01/31/2022

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 106 - Building Department Fund						
Revenues						
Dept 310.000 - REVENUES						
106-310.000-322.000	BUILDING PERMITS	1,022,000.00	332,790.00	0.00	689,210.00	32.56
106-310.000-322.100	ADDITIONAL PERMIT FEES	20,000.00	13,230.25	0.00	6,769.75	66.15
106-310.000-341.900	ZONING FEES, BOARD REVIEW FEES	12,000.00	5,150.00	0.00	6,850.00	42.92
106-310.000-341.940	DCA-PERMIT SURCH OMMISSION	0.00	397.27	0.00	(397.27)	100.00
106-310.000-342.500	BCAIB-PERMIT SURCH COMMISSION	0.00	569.70	0.00	(569.70)	100.00
106-310.000-342.510	PENALTIES	20,000.00	21,112.50	0.00	(1,112.50)	105.56
106-310.000-361.000	INTEREST ON INVESTMENTS	1,000.00	0.00	0.00	1,000.00	0.00
106-310.000-381.100	TRANSFER FROM GENERAL FUND	55,000.00	0.00	0.00	55,000.00	0.00
106-310.000-389.900	APPROPRIATION FROM RESERVE	111,203.97	0.00	0.00	111,203.97	0.00
Total Dept 310.000 - REVENUES		1,241,203.97	373,249.72	0.00	867,954.25	30.07
TOTAL REVENUES		1,241,203.97	373,249.72	0.00	867,954.25	30.07
Expenditures						
Dept 524.000 - BUILDING DEPARTMENT						
106-524.000-512.000	REGULAR SALARIES & WAGES	445,500.00	110,241.88	16,919.77	335,258.12	24.75
106-524.000-515.200	EDUCATION INCENTIVE PAY	8,000.00	2,153.90	307.70	5,846.10	26.92
106-524.000-521.000	FICA TAXES	33,100.00	8,538.01	1,308.95	24,561.99	25.79
106-524.000-522.000	RETIREMENT CONTRIBUTIONS	72,600.00	3,598.00	0.00	69,002.00	4.96
106-524.000-523.000	HEALTH INSURANCE/ALLOWANCE	95,000.00	21,160.27	(79.44)	73,839.73	22.27
106-524.000-524.000	WORKERS' COMPENSATION	20,000.00	0.00	0.00	20,000.00	0.00
106-524.000-531.000	PROFESSIONAL FEES	6,400.00	0.00	0.00	6,400.00	0.00
106-524.000-534.000	OTHER CONTRACTUAL SERVICES	286,699.97	54,115.81	0.00	232,584.16	18.88
106-524.000-540.000	TRAVEL AND PER DIEM	3,200.00	641.68	0.00	2,558.32	20.05
106-524.000-540.100	TRAINING & DEVELOPMENT	3,200.00	309.00	0.00	2,891.00	9.66
106-524.000-541.000	COMMUNICATIONS	1,560.00	199.41	0.00	1,360.59	12.78
106-524.000-541.100	POSTAGE & FREIGHT	400.00	0.00	0.00	400.00	0.00
106-524.000-544.000	RENTALS AND LEASES	2,500.00	857.87	222.20	1,642.13	34.31
106-524.000-545.000	INSURANCE & BONDS	26,569.00	26,569.00	0.00	0.00	100.00
106-524.000-546.100	REPAIRS & MAINTENANCE- VEHICLE	1,500.00	564.48	0.00	935.52	37.63
106-524.000-549.100	ADMINISTATIVE CHARGES	185,000.00	46,249.98	0.00	138,750.02	25.00
106-524.000-552.000	OPERATING SUPPLIES	6,700.00	1,416.54	0.00	5,283.46	21.14
106-524.000-552.400	OPERATING SUPPLIES-GASOLINE	800.00	0.00	0.00	800.00	0.00
106-524.000-554.000	BOOKS, DUES, EDUCATION, SUBSCRIPT	2,100.00	257.00	0.00	1,843.00	12.24
106-524.000-562.000	BUILDINGS	4,980.25	4,980.25	0.00	0.00	100.00
106-524.000-564.000	MACHINERY AND EQUIPMENT	35,019.75	530.90	0.00	34,488.85	1.52
106-524.000-566.100	SOFTWARE	15,330.00	0.00	0.00	15,330.00	0.00
Total Dept 524.000 - BUILDING DEPARTMENT		1,256,158.97	282,383.98	18,679.18	973,774.99	22.48
TOTAL EXPENDITURES		1,256,158.97	282,383.98	18,679.18	973,774.99	22.48
Fund 106 - Building Department Fund:						
TOTAL REVENUES		1,241,203.97	373,249.72	0.00	867,954.25	30.07
TOTAL EXPENDITURES		1,256,158.97	282,383.98	18,679.18	973,774.99	22.48
NET OF REVENUES & EXPENDITURES		(14,954.99)	90,865.74	(18,679.18)	(105,820.74)	607.59

Calculations as of 09/30/2021

GL NUMBER	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY THRU 09/30/21	2021-22 AMENDED BUDGET	2021-22 ACTIVITY
Dept 310.000 - REVENUES					
Revenue					
106-310.000-322.000	BUILDING PERMITS	1,212,481	1,100,898	1,022,000	332,790
106-310.000-322.100	ADDITIONAL PERMIT FEES	11,550	23,692	20,000	13,230
106-310.000-341.900	ZONING FEES, BOARD REVIEW FEES	23,209	28,150	12,000	5,150
106-310.000-341.940	DCA-PERMIT SURCH OMMISSION	4,008	924		397
106-310.000-342.500	BCAIB-PERMIT SURCH COMMISSION	3,459	1,323		570
106-310.000-342.510	PENALTIES	5,525	64,713	20,000	21,113
106-310.000-361.000	INTEREST ON INVESTMENTS			1,000	
106-310.000-381.100	TRANSFER FROM GENERAL FUND	52,000	47,666	55,000	
106-310.000-389.900	APPROPRIATION FROM RESERVE			111,204	
TOTAL REVENUE		1,312,232	1,267,366	1,241,204	373,250
NET OF REVENUES/APPROPRIATIONS - 310.000 - REVENUES		1,312,232	1,267,366	1,241,204	373,250
Dept 524.000 - BUILDING DEPARTMENT					
Expenditure					
106-524.000-512.000	REGULAR SALARIES & WAGES	343,500	402,608	445,500	110,242
106-524.000-515.200	EDUCATION INCENTIVE PAY		8,000	8,000	2,154
106-524.000-521.000	FICA TAXES	22,457	31,558	33,100	8,538
106-524.000-522.000	RETIREMENT CONTRIBUTIONS	45,834	62,798	72,600	3,598
106-524.000-523.000	HEALTH INSURANCE/ALLOWANCE	77,412	86,311	95,000	21,160
106-524.000-524.000	WORKERS' COMPENSATION	11,911	13,500	20,000	
106-524.000-531.000	PROFESSIONAL FEES			6,400	
106-524.000-531.100	PROFESSIONAL FEES- GEN LEGAL	13,687			
106-524.000-534.000	OTHER CONTRACTUAL SERVICES	224,536	231,798	286,700	54,116
106-524.000-540.000	TRAVEL AND PER DIEM	120	1,219	3,200	642
106-524.000-540.100	TRAINING & DEVELOPMENT	704	2,258	3,200	309
106-524.000-541.000	COMMUNICATIONS		1,200	1,560	199
106-524.000-541.100	POSTAGE & FREIGHT	128	151	400	
106-524.000-544.000	RENTALS AND LEASES	3,080	1,658	2,500	858
106-524.000-545.000	INSURANCE & BONDS			26,569	26,569
106-524.000-546.100	REPAIRS & MAINTENANCE- VEHICLE		1,592	1,500	564
106-524.000-549.100	ADMINISTATIVE CHARGES	25,000	75,000	185,000	46,250
106-524.000-552.000	OPERATING SUPPLIES	6,261	7,395	6,700	1,417
106-524.000-552.400	OPERATING SUPPLIES-GASOLINE	531	1,815	800	
106-524.000-554.000	BOOKS, DUES, EDUCATION, SUBSCRIPT	1,170	2,128	2,100	257
106-524.000-562.000	BUILDINGS			4,980	4,980
106-524.000-564.000	MACHINERY AND EQUIPMENT	8,445	57,043	35,020	531
106-524.000-566.100	SOFTWARE	14,562	20,575	15,330	
TOTAL EXPENDITURE		799,338	1,008,607	1,256,159	282,384
Revenue					
106-524.000-322.000	BUILDING PERMITS	(312)			
106-524.000-322.100	ADDITIONAL PERMIT FEES	(31,320)	3,350		
106-524.000-341.900	ZONING FEES, BOARD REVIEW FEES		2,500		
106-524.000-361.000	INTEREST ON INVESTMENTS	2,900	708		
TOTAL REVENUE		(28,732)	6,558		
NET OF REVENUES/APPROPRIATIONS - 524.000 - BUILDING DEP		(828,070)	(1,002,049)	(1,256,159)	(282,384)

**File Attachments for Item:**

A. Approve and authorize the Mayor to execute an agreement between the Town of Highland Beach and Terry B. Cohen, M.D., P.A. for Medical Director Services.





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 01/18/2022

**SUBMITTED BY:** Terisha Cuebas, Town Manager's Office

**SUBJECT:** Approve and authorize the Mayor to execute agreements between the Town of Highland Beach and Terry B. Cohen, M.D., P.A. for Medical Director Services.

---

## **SUMMARY:**

As provided in previous updates by the Town Managers Office, with regard to the creation of the Fire Rescue Department, the attached agreement is before the Commission for discussion and approval regarding medical director services.

The agreement presented has been negotiated between the Town Managers office, the Town Attorney, Dr. Cohen and his legal representation.

---

## **FISCAL IMPACT:**

Costs outlined in the agreements. Special services needed prior to the Fire Rescue Department going live will be billed at \$150/hour.

---

## **ATTACHMENTS:**

Professional Services Agreement between the Town of Highland Beach and Terry B. Cohen, M.D., P.A.

---

## **RECOMMENDATION:**

Commission approval.

**PROFESSIONAL SERVICES AGREEMENT**  
**(Medical Director Services)**

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is entered on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **Town of Highland Beach**, a Florida municipal corporation ("TOWN") and **Terry B. Cohen, M.D., P.A.** a Florida Professional Association ("ASSOCIATION").

**RECITALS**

**WHEREAS**, the TOWN is planning to operate a basic life support and an advanced life support service; and

**WHEREAS**, Section 401.265 Florida Statutes, requires each basic life support service transportation or advanced life support service to employ or contract with a Medical Director as created in Section 401.265, Florida Statutes; and

**WHEREAS**, the ASSOCIATION employs Terry B. Cohen, a physician as defined in Section 401.23(19), Florida Statutes, hereinafter referred to as "PHYSICIAN"; and

**WHEREAS**, the TOWN wishes to enter into a non-exclusive agreement for the provision of Medical Director services by the ASSOCIATION to the TOWN (the "Services"); and

**WHEREAS**, the ASSOCIATION represents that it is qualified to perform the duties and responsibilities of a Medical Director and is capable and prepared to provide such Services.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereto agree as follows:

**ARTICLE 1 – EFFECTIVE DATE AND TERM**

The effective date of this AGREEMENT shall be the date executed by the Town. The term of this AGREEMENT shall be for a one-year period commencing on the effective date of this AGREEMENT. The AGREEMENT shall be automatically renewed for six (6) additional one-year periods, unless terminated by either party by providing notice of termination to the other party at least 60 days prior to the end of any of the one-year periods or as provided in Article 14 herein.

**ARTICLE 2 – DESIGNATION AND SERVICES TO BE PERFORMED BY ASSOCIATION**

The PHYSICIAN is designated by ASSOCIATION as the Medical Director for the TOWN's emergency medical services system during the term of this AGREEMENT. As such, ASSOCIATION warrants and agrees that the PHYSICIAN shall perform the services as specifically stated in this AGREEMENT, which shall include the Scope of Services (Attachment A, attached hereto and incorporated herein) and as may be specifically designated and additionally authorized by the TOWN. In performing the Services under this Agreement, ASSOCIATION shall exercise the same degree of care, skill, and diligence as is ordinarily provided by comparable professionals under similar circumstances, and ASSOCIATION shall, at TOWN's request and at no additional cost to the TOWN, re-perform Services which fail to satisfy the foregoing standard of care. ASSOCIATION warrants that all Services performed under this Agreement shall be performed solely by the PHYSICIAN.

ASSOCIATION further agrees that all provisions of this AGREEMENT that set forth the duties and responsibilities of PHYSICIAN shall also be the duties and responsibilities of ASSOCIATION.

### **ARTICLE 3 - CONTINGENCY**

This AGREEMENT is contingent on the PHYSICIAN being at all times a licensed physician pursuant to Florida law and Board Certified in the State of Florida in emergency medicine.

### **ARTICLE 4 - INDEPENDENT CONTRACTOR**

ASSOCIATION undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods and manner of performance. Neither the ASSOCIATION nor the PHYSICIAN shall at any time and in any event be considered an employee of the TOWN, but shall be at all times independent contractors. Neither the ASSOCIATION nor the PHYSICIAN shall receive any TOWN benefits, stipends or privileges afforded to TOWN employees, including, but not limited to, health insurance benefits, paid vacations, or other benefits typical of an employment relationship.

### **ARTICLE 5 - COMPLIANCE WITH LAWS**

In performance of the Medical Director services, ASSOCIATION will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The ASSOCIATION shall comply with the notice requirement of Section 458.348(1), Florida Statutes, as may be amended from time to time, and any other requirement for a Medical Director.

Failure by the ASSOCIATION to comply with the laws referenced herein shall constitute a breach of this AGREEMENT and the TOWN shall have the discretion to unilaterally terminate this AGREEMENT based thereon.

### **ARTICLE 6 - RESPONSIBILITIES OF PHYSICIAN AND ASSOCIATION**

The ASSOCIATION, through the PHYSICIAN, shall be available and on-call twenty-four (24) hours per day seven (7) days per week every day that this AGREEMENT is in effect, upon the commencement of operations of the TOWN's Fire Rescue Department. The parties recognize that the TOWN is in the midst of starting a Fire Rescue Department. Accordingly, the Medical Director services to be provided herein, shall commence upon notification to the ASSOCIATION by the TOWN, that the Town's Fire Rescue Department is operational. Prior to that date, the ASSOCIATION agrees to cooperate with the TOWN, and provide such assistance to the TOWN as is reasonably necessary, to assist the TOWN in starting a Fire Rescue Department, as set forth in Exhibit A.

The ASSOCIATION, through the PHYSICIAN, shall be directly responsible for the medical performance of Emergency Medical Technicians and Paramedics functioning for the Fire Rescue Services Department of the TOWN and shall have full authority to direct and supervise their medical activities. The ASSOCIATION, through the PHYSICIAN shall give necessary instructions to, and interview and consult with, the EMTs and Paramedics and supervise and arrange such in-service instructional sessions. or promulgate such rules and directives, as may be necessary to assure that all medical services performed by EMTs and Paramedics are in accordance with proper medical standards and procedures.

The ASSOCIATION, through the PHYSICIAN shall be responsible directly to the Fire Chief of the TOWN; provided, however, that nothing herein shall in any way authorize any limitations or restrictions by the TOWN or the Fire Chief on the professional acts and advice of the PHYSICIAN. It is recognized that the PHYSICIAN may otherwise be fully employed as a practicing physician, and nothing herein shall limit or

otherwise restrict the PHYSICIAN'S right to continue such employment and practice, consistent with this AGREEMENT.

The Medical Director shall have the authority to permit or prohibit any emergency medical technician or paramedic employed by the TOWN to perform basic life support or advanced life support patient services in accordance with applicable law. The Medical Director shall notify in writing the Fire Chief or the Fire Chief's designee of the Medical Director's prohibition of a TOWN employee to perform basic life support or advanced life support patient services within twenty-four (24) hours of the Medical Director's prohibition of a TOWN employee to perform basic life support or advanced life support patient services.

#### **ARTICLE 7 – RESPONSIBILITIES OF TOWN**

The TOWN's Fire Rescue Services Department, through the office of the Fire Chief, shall cooperate with the ASSOCIATION to the greatest possible extent in the delivery of competent emergency medical care including implementation of the policies established by the ASSOCIATION, through the PHYSICIAN.

The TOWN's Fire Rescue Services Department will provide administrative and secretarial support to the ASSOCIATION, through the PHYSICIAN through the office of the Fire Chief. Suitable office space shall also be provided for the PHYSICIAN at the Fire Rescue Services Department administration offices, as needed.

#### **ARTICLE 8 – COMPENSATION**

The TOWN shall pay ASSOCIATION in accordance with Attachment B, Compensation for Services, which is attached hereto and incorporated by reference as part of this AGREEMENT.

#### **ARTICLE 9 – INSURANCE**

During the performance of the Services under this AGREEMENT, ASSOCIATION and PHYSICIAN shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida. ASSOCIATION and PHYSICIAN shall provide original or certified copies of all policies maintained by ASSOCIATION and PHYSICIAN.

##### **A. BUSINESS AUTOMOBILE LIABILITY**

The ASSOCIATION shall procure and maintain, for the life of this AGREEMENT, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

##### **B. PROFESSIONAL LIABILITY/MEDICAL MALPRACTICE**

The ASSOCIATION/PHYSICIAN shall procure and maintain, for the life of this AGREEMENT, Professional liability/medical malpractice insurance insuring the PHYSICIAN, the ASSOCIATION and the TOWN, its officers and employees, against liability arising out of all acts and omissions by the PHYSICIAN and ASSOCIATION during the term of this AGREEMENT including coverage for the liability assumed by ASSOCIATION pursuant to the indemnification provision of this AGREEMENT. The ASSOCIATION/PHYSICIAN shall provide to the TOWN a certificate of professional liability/medical malpractice insurance. Minimum limits of coverage shall be \$1,000,000/claim, and \$3,000,000 aggregate.



### **C. WORKER'S COMPENSATION**

If required by law, the ASSOCIATION shall procure and maintain during the term of this AGREEMENT, Worker's Compensation Insurance and provide to the TOWN a certificate of Worker's Compensation Insurance, meeting all state and federal laws, including employer's liability with a reputable insurance company authorized to issue insurance policies in the State of Florida, in compliance with all state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws.

### **D. SUPPLEMENTAL PROVISIONS**

The insurance policy coverage as outlined herein shall remain in effect for the entire AGREEMENT period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, ASSOCIATION shall notify the TOWN within (5) business days with written notice of such to the Finance Department by fax to 561-276-9829.

All renewal or replacement certificates of insurance specific to the AGREEMENT shall be forwarded to the TOWN's Finance Department. Original certificates to be sent attention of the TOWN, Chief Fire Rescue Services, unless notified otherwise.

## **ARTICLE 10 - TRAVEL**

Subject to the TOWN's Fire Chief's approval and subject to the TOWN's budget and appropriation and the availability of funds, the TOWN may reimburse the ASSOCIATION for travel expenses for the PHYSICIAN to attend professional conferences and competitions pertaining to the TOWN's provision of emergency medical services. Such travel expenses shall not exceed \$2,500 per year.

## **ARTICLE 11 - CONFIDENTIALITY; RETURN OF INFORMATION; RECORDS COMPLIANCE**

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by ASSOCIATION/PHYSICIAN under this AGREEMENT shall be made available to any individual or organization by ASSOCIATION/PHYSICIAN without prior written approval of the TOWN. The parties however, recognize and acknowledge that this AGREEMENT is subject to Florida's Public Records Law, Florida Statute §§119.01, *et. seq.*, including the provisions of Florida Statute §119.0701(2)(a)-(d), as amended from time to time. ASSOCIATION/PHYSICIAN shall take all reasonably prudent and appropriate steps to safeguard TOWN's information (in both hard copy and electronic form).

## **ARTICLE 12 - PUBLIC RECORDS**

ASSOCIATION 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:

- (1) Keep and maintain public records required by the TOWN to perform the service.
- (2) 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.
- (3) 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 ASSOCIATION/PHYSICIAN does not transfer the records to the TOWN.

- (4) Upon completion of this AGREEMENT, transfer, at no cost, to the TOWN all public records in possession of ASSOCIATION or keep and maintain public records required by the TOWN to perform the service. If ASSOCIATION transfer all public records to the TOWN upon completion of the AGREEMENT, ASSOCIATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ASSOCIATION/PHYSICIAN keeps and maintains public records upon completion of the AGREEMENT, ASSOCIATION/PHYSICIAN 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.

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION/PHYSICIAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION TOWN CLERK, 561-278-4548, [lgaskins@highlandbeach.us](mailto:lgaskins@highlandbeach.us), OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

#### **ARTICLE 13 - CONFLICTS OF INTEREST**

ASSOCIATION represents that it will not provide any services to any other person or entity which will either directly or indirectly conflict in any manner with the performance of the Services under this AGREEMENT. ASSOCIATION further agrees that it shall promptly notify TOWN in writing of all potential or actual conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence ASSOCIATION's judgment or the quality of the Services performed under this AGREEMENT. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that ASSOCIATION wishes to undertake and request TOWN's response as to whether the association, interest, or circumstance would, in the opinion of TOWN, constitute a conflict of interest if entered into by ASSOCIATION. TOWN agrees to notify ASSOCIATION of its opinion within thirty (30) days of receipt of notification by ASSOCIATION. If, in the opinion of TOWN, the prospective business association, interest, or circumstance would not constitute a conflict of interest by ASSOCIATION, the TOWN shall so state in its response.

#### **ARTICLE 14 - TERMINATION OF AGREEMENT**

Either party may terminate this AGREEMENT or any extension or renewal of this AGREEMENT for any reason at any time by providing sixty (60) days' prior written notice of termination to the other party. The TOWN may, in the TOWN's sole discretion, terminate this AGREEMENT immediately or upon such notification the TOWN deems appropriate in the TOWN's sole discretion, by giving written notice to the ASSOCIATION of the termination in the event of any one or more of the following:

- (a) The PHYSICIAN's license to practice medicine in any state where PHYSICIAN holds such a license is suspended or revoked, or the PHYSICIAN is placed on probation, reprimanded, fined, or has his medical practice privileges restricted by any state or governing authority;

- (b) The PHYSICIAN is charged with, or indicted or informed against or arrested for or, convicted of, any felony or misdemeanor;
- (c) The PHYSICIAN is found, in connection with his service as a physician or Medical Director for any emergency medical services system, to have committed negligence or gross negligence or recklessness or an intentional tort or medical malpractice by a jury or judge of a court of competent jurisdiction regardless of the results of any retrial, rehearing, or appeal;
- (d) Any insurance coverage required by this AGREEMENT is not maintained or is not maintained at the required level or is canceled.

If any medical malpractice action or proceeding in connection with the PHYSICIAN'S or ASSOCIATION'S service as a Medical Director for any emergency medical services system is initiated against the PHYSICIAN or the ASSOCIATION, whether such action or proceeding arises out of events occurring prior to or after the effective date of this AGREEMENT, then ASSOCIATION/PHYSICIAN shall, within five (5) calendar days after the ASSOCIATION/PHYSICIAN is informed of such action or proceeding, provide the TOWN with written notice of such action or proceeding

#### **ARTICLE 15 - INDEMNIFICATION**

The ASSOCIATION shall indemnify and hold harmless the TOWN and the TOWN's officers, employees, and agents, from and against all claims, damages, judgements, losses, and expenses, including but not limited to reasonable attorney's fees, to the extent that they may arise out of, or be occasioned by, any negligent, reckless, or intentional act or omission, or medical malpractice (including, but not limited to supervision, direction, oversight, counseling, and training of and consultation with TOWN personnel), of ASSOCIATION, PHYSICIAN, designees and/or any other persons employed or utilized by ASSOCIATION/PHYSICIAN in the performance of this AGREEMENT.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the TOWN to enforce this Indemnification Clause shall be borne by the ASSOCIATION. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this AGREEMENT.

The foregoing indemnity shall not cover any claim arising out of the provision of Medical Director services occurring prior to the commencement of this AGREEMENT.

ASSOCIATION agrees to indemnify, defend and hold the Town, its Commission Members, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, to the extent of any negligence on the part of ASSOCIATION/PHYSICIAN or any officer, director, employee, agent, independent contractor, subcontractor or representative of ASSOCIATION/PHYSICIAN which arises out of (directly or indirectly) or is related to the Services provided under this AGREEMENT. Nothing contained in this provision or in the AGREEMENT shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

Neither party shall be liable to the other for any special, incidental or consequential damages of any kind whether or not caused by the other party's negligence even if the parties have been advised of the possibility of such damages.

The indemnification provisions herein shall be limited to the levels of insurance provided pursuant to Article 9.

#### **ARTICLE 16 - UNCONTROLLABLE FORCES**

Neither the TOWN nor ASSOCIATION shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 17 - GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL**

This AGREEMENT shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the AGREEMENT will be held in Palm Beach County and the AGREEMENT will be interpreted according to the laws of Florida. BY ENTERING INTO THIS AGREEMENT, ASSOCIATION AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

#### **ARTICLE 18- MISCELLANEOUS**

##### **18.1 Nonwaiver**

A waiver by either TOWN or ASSOCIATION of any breach of this AGREEMENT shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

##### **18.2 Severability**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void or voidable provision shall be deemed severed from this AGREEMENT and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

##### **18.3 Political Campaigns**

During the term of this Agreement, the ASSOCIATION or any employee or associate, shall not be involved in any political campaign for TOWN elective office, nor make financial contribution to any such campaign.



#### 18.4 Scrutinized Companies

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

B. The ASSOCIATION agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this AGREEMENT. The ASSOCIATION agrees that the certifications in this section shall be effective and relied upon by the TOWN for the term of this AGREEMENT, including any and all renewals. The ASSOCIATION agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the ASSOCIATION shall immediately notify the TOWN of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

C. In the event the TOWN determines, using credible information available to the public, that ASSOCIATION has submitted a false certification or ASSOCIATION is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the TOWN may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief against ASSOCIATION, pursuant to Section 287.135, Florida Statutes. In addition, the TOWN may pursue any and all other legal remedies against ASSOCIATION.

D. ASSOCIATION shall not seek damages, fees, or costs against the TOWN in the event the TOWN terminates the Agreement pursuant to this provision.

#### **ARTICLE 19-INTEGRATION AND MODIFICATION**

This AGREEMENT is adopted by the TOWN and ASSOCIATION as a final and complete statement of the terms of the AGREEMENT between the TOWN and ASSOCIATION. This AGREEMENT supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TOWN and ASSOCIATION pertaining to the Services, whether written or oral.

The AGREEMENT may not be modified unless such modifications are evidenced by an amendment in writing signed by both the TOWN and ASSOCIATION.

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

The TOWN and ASSOCIATION each bind itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT. Any assignment, sale, pledge or conveyance of this contract by ASSOCIATION must be previously approved in writing by the TOWN, whose consent may be reasonably withheld. The Town and the ASSOCIATION each binds itself and its partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as set forth above, neither the TOWN nor the ASSOCIATION shall assign, sublet, convey or transfer its interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the ASSOCIATION.

## **ARTICLE 21 - CONTINGENT FEES**

The ASSOCIATION warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ASSOCIATION to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ASSOCIATION, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

## **ARTICLE 22 - NOTICE**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to TOWN:

Town of Highland Beach  
3614 South Ocean Boulevard  
Highland Beach, FL 33487

As to ASSOCIATION:

Terry B. Cohen, M.D. P.A.  
852 NE 72 Street  
Boca Raton, FL 33487

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ASSOCIATION and TOWN.

## **ARTICLE 23 - EXECUTION OF DOCUMENTS**

Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on this AGREEMENT or any amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

## **ARTICLE 24 - TAXES**

ASSOCIATION shall be solely responsible for any and all taxes and withholdings required by federal, state, or local law, applicable to compensation paid to ASSOCIATION under the terms of this AGREEMENT. ASSOCIATION hereby agrees to indemnify and hold TOWN harmless from any claims, losses, costs, penalties, fees, liabilities, damages, or injuries suffered by TOWN arising out of ASSOCIATION's failure with respect to their obligations in this paragraph.

## **ARTICLE 25 - AVAILABILITY OF FUNDS**

The obligations of TOWN under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by TOWN.

## **ARTICLE 26 - ACCESS AND AUDITS**

The ASSOCIATION shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the AGREEMENT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the ASSOCIATION's place of business. In no circumstances will ASSOCIATION be required to disclose any confidential or proprietary information regarding its products and service costs.

## **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the AGREEMENT, ASSOCIATION certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

## **ARTICLE 28 - PALM BEACH COUNTY INSPECTOR GENERAL**

In accordance with Palm Beach County ordinance number 2011-009, this AGREEMENT may be subject to investigation and/or audit by the Palm Beach County Inspector General. ASSOCIATION should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

## **ARTICLE 29 - E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, the ASSOCIATION shall:

1. 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;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this AGREEMENT) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this AGREEMENT;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this AGREEMENT; and
6. Be aware that if the TOWN terminates this AGREEMENT under Section 448.095(2)(c), Florida Statutes, the ASSOCIATION may not be awarded a public contract for at least 1 year after the date on which the AGREEMENT is terminated and will be liable for any additional costs incurred by the TOWN as a result of the termination of the AGREEMENT.

*[Remainder of page blank – signatures on next page]*

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

**TOWN OF HIGHLAND BEACH, FLORIDA**

By: \_\_\_\_\_  
Douglas Hillman, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lanelda Gaskins, Town Clerk

\_\_\_\_\_  
Glen J. Torcivia, Town Attorney

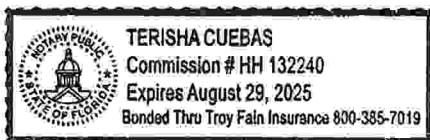
**TERRY B. COHEN, M.D., P.A.**

By: Terry B. Cohen MD

Print Name: Terry B. Cohen, M.D.  
Title: MEDICAL DIRECTOR

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 22nd day of December, 2021, by Terry Cohen as Medical Director of Terry B. Cohen, M.D., P.A, a Florida Professional Association, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.



Notary Public



## **EXHIBIT A**

The ASSOCIATION shall provide all services as set forth in Chapter 64J, Florida Administrative Code, Florida Department of Health regulations, as may be amended and subsequently promulgated. The ASSOCIATION, through the PHYSICIAN, shall provide all other services as may be specifically required by law or regulations, and/or mutually agreed to by both parties, relating to the provision of emergency medical services. Such duties include, but are not limited to:

1. Supervise and accept responsibility for the medical performance of the TOWN's Emergency Medical Technicians and Paramedics functioning for the pre-hospital emergency and medical preventative health care services system of the Fire Rescue Services Department and of the TOWN, and assist with the development and implementation of Municipal E.M.S. System performance standards, medical protocols, as well as quality assurance standards and revisions thereto.
2. Advise, consult, train, and counsel the TOWN staff providing emergency medical services for the TOWN, and oversee the provision of emergency medical services for the TOWN, including appropriate quality assurance.
3. Provide liaison services as required and requested between the Fire Rescue Services Department of the TOWN and any educational, governmental or medical agency or institution relating to the provision of Emergency Medical Services.
4. Provide medical supervision and may directly authorize the use of an automatic or semi-automatic defibrillator by First Responders serving in the Police Department who meet the requirements of Section 401.2915, Florida Statutes.
5. Retain the ultimate authority to permit any Paramedic or EMT to utilize advanced life support, basic life support, patient assessment, patient stabilization, as well as health care screening and preventative health care techniques.
6. Supervise and assume responsibility for the medical performance of the Emergency Medical Technicians (EMTs) and Paramedics functioning for the Fire Rescue Services Department in the field of medical screening, preventative health care, and community health and wellness programs administered by the TOWN.
7. Develop and revise medically correct standing orders and protocols pursuant to Section 64JJ.004(4), Florida Administrative Code (2019), as may be amended or revised, to reflect the current standard of care for patients.
8. Review the training, certification, and re-certification of skills for all first responders, emergency medical technicians, and paramedics employed by the Town.
9. Pursuant to Section 64J-J.004(4), Florida Administrative Code (2021), as may be amended or revised, develop, and implement a patient care quality assurance system to assess the medical performance of paramedics and emergency medical technicians. The PHYSICIAN shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under his supervision in accordance with the provisions of Section 401.265(2), Florida Statutes (2021) as may be amended or revised.
10. Conduct periodic review sessions with Fire Rescue Services Department personnel regarding medical management of individual medical rescue cases. The Medical Director shall conduct in-station education

and case scenario reviews to continually improve and refine the skills of emergency medical technicians and paramedics.

11. In concert with the Fire Chief, establish a routine monthly meeting for the purposes of medical consultation, planning, education, and quality assurance.

12. Regularly review medical rescue reports prepared by Fire Rescue Services Department emergency medical technicians and paramedics, and review all problem cases as necessary or medically appropriate.

13. Assist, and make recommendations to the Fire Chief and other TOWN personnel, regarding planning for emergency medical services, ambulance transportation policies, deployment of vehicles, distribution of resources, personnel matters, emergency medical technician training, paramedic training, utilization of medical facilities, hospital supplies, medical equipment, medications, narcotics, emergency medical services billing and reimbursement systems, and recovery of costs associated with the TOWN's emergency medical services system.

14. Conduct an annual review of medical rescue services via a report to the TOWN's Fire Chief (assessing the overall quality of services delivered by the TOWN's Fire Rescue Services Department's Emergency Medical Services, emergency medical technicians, and paramedics.

15. Participate in and testify as a witness in employee discipline and discharge proceedings, grievance hearings, depositions, court proceedings, and other proceedings, as may be requested by the Fire Chief or by the Fire Chief's designee or by the TOWN Manager or TOWN Attorney, in connection with any matter related to or that may affect the TOWN's provision of emergency medical services or pre-hospital medical care, and regarding any matter pursuant to subpoena or court order.

16. The parties recognize that the TOWN is in the midst of starting a Fire Rescue Department. Accordingly, the Medical Director services to be provided herein, shall commence upon notification to the ASSOCIATION by the TOWN, that the Town's Fire Rescue Department is operational. Prior to that date, the ASSOCIATION agrees to incorporate with the TOWN, and provide such assistance to the TOWN as is reasonably necessary, to assist the TOWN in starting a Fire Rescue Department.

## **EXHIBIT B**

### **COMPENSATION FOR SERVICES**

1. In consideration for the Medical Director services provided by the ASSOCIATION to the TOWN, the ASSOCIATION shall be paid the sum of \$1,500 per month for each calendar month during the term of this AGREEMENT, upon the notification to the ASSOCIATION that the Town's Fire Department is operational, as set forth in Article 6 of the AGREEMENT.
2. In addition, in consideration for the Medical Director services associated with the establishment of the TOWN's Fire Rescue Department including, but not limited to, assisting with the application process for the COCPN provided by the ASSOCIATION to the TOWN, the ASSOCIATION shall invoice the TOWN on an hourly basis at the hourly rate of \$150.00. ASSOCIATION shall submit a detailed invoice on a monthly basis, for any month during which Services are performed under this AGREEMENT, to the attention of the Town Manager of TOWN. Invoices submitted shall cover the prior month's work. Each invoice shall specify the Services performed and the time expended by ASSOCIATION in 1/4 (.25) of an hour increments. Additionally, each invoice shall indicate ASSOCIATION'S tax ID number.
3. Subject to approval in accordance with the TOWN's standard policies, policies, and procedures, the TOWN shall remit payment for each invoice as described above, but no later than fifteen (15) days after receiving the invoice. However, in no event shall payment be made prior to receipt of an invoice detailing the Services performed. In the event no Services are performed by ASSOCIATION during any particular month, ASSOCIATION is not required to send an invoice and TOWN shall not be responsible for any payment. TOWN shall not reimburse ASSOCIATION for any business expenses including, but not limited to, travel, mileage, hotel, office supplies or equipment, or other costs of doing business relating to the Services contemplated herein, except those specified in Article 10 of the AGREEMENT.
4. The TOWN further agrees that it shall reimburse ASSOCIATION, based on the calculation set out in this paragraph, for the cost of professional liability/malpractice insurance required by Article 9B of this AGREEMENT. The insurance certificate shall be submitted by the ASSOCIATION to the TOWN no later than 30 days prior to the beginning of each contract year this AGREEMENT is in effect, together with written verification of the amount of the annual insurance premium paid. The TOWN shall reimburse ASSOCIATION 1/12 of the total amount each month. It is anticipated that the amount of the reimbursement will increase in subsequent years, and the maximum of the amount reimbursed by the TOWN. In such subsequent years shall be increased from the initial year of this AGREEMENT by ten percent (10%) each additional annual period not to exceed an annual premium amount of \$10,000.00.
5. At the termination or expiration of this AGREEMENT, the TOWN shall pay to ASSOCIATION a one-time payment which shall be for ASSOCIATION'S cost of the premium to continue professional liability/malpractice insurance in order to cover claims that are made against him after the termination or expiration of this Agreement but which arose during the term of this AGREEMENT and from ASSOCIATION'S provision of Medical Director Services for the TOWN, provided however, this payment shall not be payable by the TOWN in the event the ASSOCIATION is terminated for cause ("Tail Coverage"). The premium limits in Exhibit B; Section 4 shall not apply.
  - a. Such payment by the TOWN shall not cover the cost of premiums for any claim other than claims that arose from ASSOCIATION'S provision of medical director services for the TOWN pursuant to this Agreement.
  - b. This payment by the TOWN for the Tail Coverage shall be as follows: for each full or partial year ASSOCIATION has provided Medical Director services for the TOWN, the TOWN shall pay an

amount equal to fifteen percent (15%) of the verified actual cost of the one-time payment, up to a maximum of one hundred percent (100%) of the cost of the one-time payment. To illustrate the TOWN's payment obligation under this paragraph, the TOWN will pay forty-five percent (45%) of the verified actual cost of the one-time payment in the event ASSOCIATION has provided Medical Director services for more than two and less than three years, and will pay one hundred percent (100%) of the verified cost of the one-time payment in the event ASSOCIATION has provided Medical Director services for the TOWN for more than six years.

c. In no case shall the TOWN pay more than the verified actual cost of this one-time payment for ASSOCIATION'S professional liability/ malpractice insurance under this paragraph.

d. Upon payment under Paragraph 4 above, ASSOCIATION/PHYSICIAN is required to obtain professional liability/malpractice insurance in order to cover claims that are made against the PHYSICIAN or ASSOCIATION after the termination or expiration of this AGREEMENT but which arose during the term of this AGREEMENT and from ASSOCIATION'S provision of Medical Director services for the TOWN, and to maintain this professional liability/malpractice insurance for the amount of time necessary to provide coverage of claims that are made against the PHYSICIAN or ASSOCIATION after the termination or expiration of this AGREEMENT but which arose during the term of this Agreement. The ASSOCIATION/PHYSICIAN shall provide a copy of the professional liability/malpractice insurance to the TOWN.

e. The TOWN shall not make any payment under the provisions of this paragraph in the event ASSOCIATION/PHYSICIAN does not procure professional liability/medical malpractice insurance to cover claims made after the termination or expiration of this Agreement that arose during the term of this Agreement and from ASSOCIATION'S/PHYSICIAN'S provision of Medical Director services for the TOWN.

6. Nothing herein guarantees a minimum amount of compensation that ASSOCIATION/PHYSICIAN will receive for Services under the AGREEMENT.



**File Attachments for Item:**

B. Approve and authorize the Mayor to execute an agreement between the Town of Highland Beach and Jeniel Parmer, M.D., P.A. for Assistant Medical Director Services.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 01/18/2022

**SUBMITTED BY:** Terisha Cuebas, Town Manager's Office

**SUBJECT:** Approve and authorize the Mayor to execute agreements between the Town of Highland Beach and Jeniel Parmer, M.D., P.A. for Assistant Medical Director Services.

---

## **SUMMARY:**

As provided in previous updates by the Town Managers Office, with regard to the creation of the Fire Rescue Department, the attached agreement is before the Commission for discussion and approval regarding assistant medical director services.

The agreement presented has been negotiated between the Town Managers office, the Town Attorney, Dr. Parmer and his legal representation.

---

## **FISCAL IMPACT:**

Costs outlined in the agreements. Special services needed prior to the Fire Rescue Department going live will be billed at \$150/hour.

---

## **ATTACHMENTS:**

Professional Services Agreement between the Town of Highland Beach and Jeniel Parmer, M.D., P.A.

---

## **RECOMMENDATION:**

Commission approval.

**PROFESSIONAL SERVICES AGREEMENT**  
**(Assistant Medical Director Services)**

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is entered on \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **Town of Highland Beach**, a Florida municipal corporation ("TOWN") and **Jeniell Parmar, M.D., P.A.** a Florida Professional Association ("ASSOCIATION").

**RECITALS**

**WHEREAS**, the TOWN is planning to operate a basic life support and an advanced life support service; and

**WHEREAS**, Section 401.265 Florida Statutes, requires each basic life support service transportation or advanced life support service to employ or contract with a Medical Director as created in Section 401.265, Florida Statutes; and

**WHEREAS**, the ASSOCIATION employs Jeniell Parmar, a physician as defined in Section 401.23(19), Florida Statutes, hereinafter referred to as "PHYSICIAN"; and

**WHEREAS**, the TOWN is contracting with Terry B. Cohen, a physician as defined in Section 401.23(19), Florida Statutes, as the TOWN's primary Medical Director; and

**WHEREAS**, the TOWN wishes to enter into a non-exclusive agreement for the provision of Assistant Medical Director services by the ASSOCIATION to the TOWN (the "Services"); and

**WHEREAS**, the ASSOCIATION represents that it is qualified to perform the duties and responsibilities of an Assistant Medical Director and is capable and prepared to provide such Services in concert with, or in the absence of, the primary Medical Director.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereto agree as follows:

**ARTICLE 1 – EFFECTIVE DATE AND TERM**

The effective date of this AGREEMENT shall be the date executed by the Town. The term of this AGREEMENT shall be for a one-year period commencing on the effective date of this AGREEMENT. The AGREEMENT shall be automatically renewed for six (6) additional one-year periods, unless terminated by either party by providing notice of termination to the other party at least 60 days prior to the end of any of the one-year periods or as provided in Article 14 herein.

**ARTICLE 2 – DESIGNATION AND SERVICES TO BE PERFORMED BY ASSOCIATION**

The PHYSICIAN is designated by ASSOCIATION as the Assistant Medical Director for the TOWN's emergency medical services system during the term of this AGREEMENT. As such, ASSOCIATION warrants and agrees that the PHYSICIAN shall perform the services as specifically stated in this AGREEMENT, which shall include the Scope of Services (Attachment A, attached hereto and incorporated herein) and as may be specifically designated and additionally authorized by the TOWN. In performing the Services under this Agreement, ASSOCIATION shall exercise the same degree of care, skill, and diligence as is ordinarily provided by comparable professionals under similar circumstances, and ASSOCIATION shall, at TOWN's request and at no additional cost to the TOWN, re-perform Services which fail to satisfy the foregoing standard of care. ASSOCIATION warrants that all Services performed under this Agreement shall be performed solely by the PHYSICIAN.

ASSOCIATION further agrees that all provisions of this AGREEMENT that set forth the duties and responsibilities of PHYSICIAN shall also be the duties and responsibilities of ASSOCIATION.

### **ARTICLE 3 - CONTINGENCY**

This AGREEMENT is contingent on the PHYSICIAN being at all times a licensed physician pursuant to Florida law and Board Certified in the State of Florida in emergency medicine.

### **ARTICLE 4 - INDEPENDENT CONTRACTOR**

ASSOCIATION undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods and manner of performance. Neither the ASSOCIATION nor the PHYSICIAN shall at any time and in any event be considered an employee of the TOWN, but shall be at all times independent contractors. Neither the ASSOCIATION nor the PHYSICIAN shall receive any TOWN benefits, stipends or privileges afforded to TOWN employees, including, but not limited to, health insurance benefits, paid vacations, or other benefits typical of an employment relationship.

### **ARTICLE 5 - COMPLIANCE WITH LAWS**

In performance of the Assistant Medical Director/Medical Director services, ASSOCIATION will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The ASSOCIATION shall comply with the notice requirement of Section 458.348(1), Florida Statutes, as may be amended from time to time, and any other requirement for an Assistant Medical Director/Medical Director.

Failure by the ASSOCIATION to comply with the laws referenced herein shall constitute a breach of this AGREEMENT and the TOWN shall have the discretion to unilaterally terminate this AGREEMENT based thereon.

### **ARTICLE 6 - RESPONSIBILITIES OF PHYSICIAN AND ASSOCIATION**

The ASSOCIATION, through the PHYSICIAN, shall be available and on-call twenty-four (24) hours per day seven (7) days per week every day that this AGREEMENT is in effect, upon the commencement of operations of the TOWN's Fire Rescue Department. The parties recognize that the TOWN is in the midst of starting a Fire Rescue Department. Accordingly, the Assistant Medical Director services to be provided herein, shall commence upon notification to the ASSOCIATION by the TOWN, that the Town's Fire Rescue Department is operational. Prior to that date, the ASSOCIATION agrees to cooperate with the TOWN, and provide such assistance to the TOWN as is reasonably necessary, to assist the TOWN in starting a Fire Rescue Department, as set forth in Exhibit A.

In consultation with the TOWN's primary Medical Director, the ASSOCIATION, through the PHYSICIAN, shall be directly responsible for the medical performance of Emergency Medical Technicians and Paramedics functioning for the Fire Rescue Services Department of the TOWN and shall have full authority to direct and supervise their medical activities. The ASSOCIATION, through the PHYSICIAN shall give necessary instructions to, and interview and consult with, the EMTs and Paramedics and supervise and arrange such in-service instructional sessions. or promulgate such rules and directives, as may be necessary to assure that all medical services performed by EMTs and Paramedics are in accordance with proper medical standards and procedures.

The ASSOCIATION, through the PHYSICIAN shall be responsible directly to the Fire Chief of the TOWN; provided, however, that nothing herein shall in any way authorize any limitations or restrictions by the TOWN or the Fire Chief on the professional acts and advice of the PHYSICIAN. It is recognized



that the PHYSICIAN may otherwise be fully employed as a practicing physician, and nothing herein shall limit or otherwise restrict the PHYSICIAN'S right to continue such employment and practice, consistent with this AGREEMENT.

After consultation with the Town's Primary Medical Director, the Assistant Medical Director shall have the authority to permit or prohibit any emergency medical technician or paramedic employed by the TOWN to perform basic life support or advanced life support patient services in accordance with applicable law. The Assistant Medical Director shall notify in writing the Fire Chief or the Fire Chief's designee of the Assistant Medical Director's prohibition of a TOWN employee to perform basic life support or advanced life support patient services within twenty-four (24) hours of the Assistant Medical Director's prohibition of a TOWN employee to perform basic life support or advanced life support patient services.

#### **ARTICLE 7 – RESPONSIBILITIES OF TOWN**

The TOWN's Fire Rescue Services Department, through the office of the Fire Chief, shall cooperate with the ASSOCIATION to the greatest possible extent in the delivery of competent emergency medical care including implementation of the policies established by the ASSOCIATION, through the PHYSICIAN.

The TOWN's Fire Rescue Services Department will provide administrative and secretarial support to the ASSOCIATION, through the PHYSICIAN through the office of the Fire Chief. Suitable office space shall also be provided for the PHYSICIAN at the Fire Rescue Services Department administration offices, as needed.

#### **ARTICLE 8 – COMPENSATION**

The TOWN shall pay ASSOCIATION in accordance with Attachment B, Compensation for Services, which is attached hereto and incorporated by reference as part of this AGREEMENT.

#### **ARTICLE 9 – INSURANCE**

During the performance of the Services under this AGREEMENT, ASSOCIATION and PHYSICIAN shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida. ASSOCIATION and PHYSICIAN shall provide original or certified copies of all policies maintained by ASSOCIATION and PHYSICIAN.

##### **A. BUSINESS AUTOMOBILE LIABILITY**

The ASSOCIATION shall procure and maintain, for the life of this AGREEMENT, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

##### **B. PROFESSIONAL LIABILITY/MEDICAL MALPRACTICE**

The ASSOCIATION/PHYSICIAN shall procure and maintain, for the life of this AGREEMENT. Professional liability/medical malpractice insurance insuring the PHYSICIAN, the ASSOCIATION and the TOWN, its officers and employees, against liability arising out of all acts and omissions by the PHYSICIAN and ASSOCIATION during the term of this AGREEMENT including coverage for the liability assumed by ASSOCIATION pursuant to the indemnification provision of this AGREEMENT. The ASSOCIATION/PHYSICIAN shall provide to the TOWN a certificate of professional liability/medical malpractice insurance. Minimum limits of coverage shall be \$1, 000,000/claim, and \$3,000,000 aggregate.

### **C. WORKER'S COMPENSATION**

If required by law, the ASSOCIATION shall procure and maintain during the term of this AGREEMENT, Worker's Compensation Insurance and provide to the TOWN a certificate of Worker's Compensation Insurance, meeting all state and federal laws, including employer's liability with a reputable insurance company authorized to issue insurance policies in the State of Florida, in compliance with all state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws.

### **D. SUPPLEMENTAL PROVISIONS**

The insurance policy coverage as outlined herein shall remain in effect for the entire AGREEMENT period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, ASSOCIATION shall notify the TOWN within (5) business days with written notice of such to the Finance Department by fax to 561-276-9829.

All renewal or replacement certificates of insurance specific to the AGREEMENT shall be forwarded to the TOWN's Finance Department. Original certificates to be sent attention of the TOWN, Chief Fire Rescue Services, unless notified otherwise.

## **ARTICLE 10 - TRAVEL**

Subject to the TOWN's Fire Chief's approval and subject to the TOWN's budget and appropriation and the availability of funds, the TOWN may reimburse the ASSOCIATION for travel expenses for the PHYSICIAN to attend professional conferences and competitions pertaining to the TOWN's provision of emergency medical services. Such travel expenses shall not exceed \$2,500 per year.

## **ARTICLE 11 - CONFIDENTIALITY; RETURN OF INFORMATION; RECORDS COMPLIANCE**

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by ASSOCIATION/PHYSICIAN under this AGREEMENT shall be made available to any individual or organization by ASSOCIATION/PHYSICIAN without prior written approval of the TOWN. The parties however, recognize and acknowledge that this AGREEMENT is subject to Florida's Public Records Law, Florida Statute §§119.01, *et. seq.*, including the provisions of Florida Statute §119.0701(2)(a)-(d), as amended from time to time. ASSOCIATION/PHYSICIAN shall take all reasonably prudent and appropriate steps to safeguard TOWN's information (in both hard copy and electronic form).

## **ARTICLE 12 - PUBLIC RECORDS**

ASSOCIATION 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:

- (1) Keep and maintain public records required by the TOWN to perform the service.
- (2) 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.
- (3) 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 ASSOCIATION/PHYSICIAN does not transfer the records to the TOWN.

(4) Upon completion of this AGREEMENT, transfer, at no cost, to the TOWN all public records in possession of ASSOCIATION or keep and maintain public records required by the TOWN to perform the service. If ASSOCIATION transfer all public records to the TOWN upon completion of the AGREEMENT, ASSOCIATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ASSOCIATION/PHYSICIAN keeps and maintains public records upon completion of the AGREEMENT, ASSOCIATION/PHYSICIAN 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.

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION/PHYSICIAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION LANELDA GASKINS, 561-278-4548, [lgaskins@highlandbeach.us](mailto:lgaskins@highlandbeach.us), OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

#### **ARTICLE 13 - CONFLICTS OF INTEREST**

ASSOCIATION represents that it will not provide any services to any other person or entity which will either directly or indirectly conflict in any manner with the performance of the Services under this AGREEMENT. ASSOCIATION further agrees that it shall promptly notify TOWN in writing of all potential or actual conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence ASSOCIATION's judgment or the quality of the Services performed under this AGREEMENT. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that ASSOCIATION wishes to undertake and request TOWN's response as to whether the association, interest, or circumstance would, in the opinion of TOWN, constitute a conflict of interest if entered into by ASSOCIATION. TOWN agrees to notify ASSOCIATION of its opinion within thirty (30) days of receipt of notification by ASSOCIATION. If, in the opinion of TOWN, the prospective business association, interest, or circumstance would not constitute a conflict of interest by ASSOCIATION, the TOWN shall so state in its response.

#### **ARTICLE 14 - TERMINATION OF AGREEMENT**

Either party may terminate this AGREEMENT or any extension or renewal of this AGREEMENT for any reason at any time by providing sixty (60) days' prior written notice of termination to the other party. The TOWN may, in the TOWN's sole discretion, terminate this AGREEMENT immediately or upon such notification the TOWN deems appropriate in the TOWN's sole discretion, by giving written notice to the ASSOCIATION of the termination in the event of any one or more of the following:

- (a) The PHYSICIAN's license to practice medicine in any state where PHYSICIAN holds such a license is suspended or revoked, or the PHYSICIAN is placed on probation, reprimanded, fined, or has his medical practice privileges restricted by any state or governing authority;
- (b) The PHYSICIAN is charged with, or indicted or informed against or arrested for or, convicted of, any felony or misdemeanor;
- (c) The PHYSICIAN is found, in connection with his service as a physician or Assistant Medical Director for any emergency medical services system, to have committed negligence or gross negligence or recklessness

or an intentional tort or medical malpractice by a jury or judge of a court of competent jurisdiction regardless of the results of any retrial, rehearing, or appeal;

(d) Any insurance coverage required by this AGREEMENT is not maintained or is not maintained at the required level or is canceled.

If any medical malpractice action or proceeding in connection with the PHYSICIAN'S or ASSOCIATION'S service as an Assistant Medical Director or Medical Director for any emergency medical services system is initiated against the PHYSICIAN or the ASSOCIATION, whether such action or proceeding arises out of events occurring prior to or after the effective date of this AGREEMENT, then ASSOCIATION/PHYSICIAN shall, within five (5) calendar days after the ASSOCIATION/PHYSICIAN is informed of such action or proceeding, provide the TOWN with written notice of such action or proceeding

#### **ARTICLE 15 - INDEMNIFICATION**

The ASSOCIATION shall indemnify and hold harmless the TOWN and the TOWN's officers, employees, and agents, from and against all claims, damages, judgements, losses, and expenses, including but not limited to reasonable attorney's fees to the extent that they may arise out of, or be occasioned by, any negligent, reckless, or intentional act or omission, or medical malpractice (including, but not limited to supervision, direction, oversight, counseling, and training of and consultation with TOWN personnel), of ASSOCIATION, PHYSICIAN, designees and/or any other persons employed or utilized by ASSOCIATION/PHYSICIAN in the performance of this AGREEMENT.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the TOWN to enforce this Indemnification Clause shall be borne by the ASSOCIATION. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this AGREEMENT.

The foregoing indemnity shall not cover any claim arising out of the provision of Assistant Medical Director services occurring prior to the commencement of this AGREEMENT.

ASSOCIATION agrees to indemnify, defend and hold the Town, its Commission Members, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, to the extent of any negligence on the part of ASSOCIATION/PHYSICIAN or any officer, director, employee, agent, independent contractor, subcontractor or representative of ASSOCIATION/PHYSICIAN which arises out of (directly or indirectly) or is related to the Services provided under this AGREEMENT. Nothing contained in this provision or in the AGREEMENT shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

Neither party shall be liable to the other for any special, incidental or consequential damages of any kind whether or not caused by the other party's negligence even if the parties have been advised of the possibility of such damages.

The indemnification provisions herein shall be limited to the levels of insurance provided pursuant to Article 9.



## **ARTICLE 16 - UNCONTROLLABLE FORCES**

Neither the TOWN nor ASSOCIATION shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 17 - GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL**

This AGREEMENT shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the AGREEMENT will be held in Palm Beach County and the AGREEMENT will be interpreted according to the laws of Florida. BY ENTERING INTO THIS AGREEMENT, ASSOCIATION AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

## **ARTICLE 18- MISCELLANEOUS**

### **18.1 Nonwaiver**

A waiver by either TOWN or ASSOCIATION of any breach of this AGREEMENT shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

### **18.2 Severability**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void or voidable provision shall be deemed severed from this AGREEMENT and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

### **18.3 Political Campaigns**

During the term of this Agreement, the ASSOCIATION or any employee or associate, shall not be involved in any political campaign for TOWN elective office, nor make financial contribution to any such campaign.

### **18.4 Scrutinized Companies**

A. ASSOCIATION certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this AGREEMENT at its sole option if the ASSOCIATION or any of its subcontractors are found to have submitted a false certification; or if the ASSOCIATION or

any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this AGREEMENT.

B. The ASSOCIATION agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this AGREEMENT. The ASSOCIATION agrees that the certifications in this section shall be effective and relied upon by the TOWN for the term of this AGREEMENT, including any and all renewals. The ASSOCIATION agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the ASSOCIATION shall immediately notify the TOWN of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

C. In the event the TOWN determines, using credible information available to the public, that ASSOCIATION has submitted a false certification or ASSOCIATION Is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the TOWN may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief against ASSOCIATION, pursuant to Section 287.135, Florida Statutes. In addition, the TOWN may pursue any and all other legal remedies against ASSOCIATION.

D. ASSOCIATION shall not seek damages, fees, or costs against the TOWN in the event the TOWN terminates the Agreement pursuant to this provision.

#### **ARTICLE 19-INTEGRATION AND MODIFICATION**

This AGREEMENT is adopted by the TOWN and ASSOCIATION as a final and complete statement of the terms of the AGREEMENT between the TOWN and ASSOCIATION. This AGREEMENT supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TOWN and ASSOCIATION pertaining to the Services, whether written or oral.

The AGREEMENT may not be modified unless such modifications are evidenced by an amendment in writing signed by both the TOWN and ASSOCIATION.

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

The TOWN and ASSOCIATION each bind itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT. Any assignment, sale, pledge or conveyance of this contract by ASSOCIATION must be previously approved in writing by the TOWN, whose consent may be reasonably withheld. The Town and the ASSOCIATION each binds itself and its partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as set forth above, neither the TOWN nor the ASSOCIATION shall assign, sublet, convey or transfer its interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the ASSOCIATION.

#### **ARTICLE 21 - CONTINGENT FEES**

The ASSOCIATION warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ASSOCIATION to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ASSOCIATION, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

## **ARTICLE 22 - NOTICE**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to TOWN:

Town of Highland Beach  
3614 South Ocean Boulevard  
Highland Beach, FL 33487

As to ASSOCIATION:

Jeniel Parmar, M.D., P.A.  
3235 N.W. 28<sup>th</sup> Terrace  
Boca Raton, FL 33434

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ASSOCIATION and TOWN.

## **ARTICLE 23 - EXECUTION OF DOCUMENTS**

Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on this AGREEMENT or any amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

## **ARTICLE 24 - TAXES**

ASSOCIATION shall be solely responsible for any and all taxes and withholdings required by federal, state, or local law, applicable to compensation paid to ASSOCIATION under the terms of this AGREEMENT. ASSOCIATION hereby agrees to indemnify and hold TOWN harmless from any claims, losses, costs, penalties, fees, liabilities, damages, or injuries suffered by TOWN arising out of ASSOCIATION's failure with respect to their obligations in this paragraph.

## **ARTICLE 25 - AVAILABILITY OF FUNDS**

The obligations of TOWN under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by TOWN.

## **ARTICLE 26 - ACCESS AND AUDITS**

The ASSOCIATION shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the AGREEMENT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the ASSOCIATION's place of business. In no circumstances will ASSOCIATION be required to disclose any confidential or proprietary information regarding its products and service costs.

## **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the AGREEMENT, ASSOCIATION certify that they, their affiliates, suppliers, subcontractors and any other

contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

#### **ARTICLE 28 - PALM BEACH COUNTY INSPECTOR GENERAL**

In accordance with Palm Beach County ordinance number 2011-009, this AGREEMENT may be subject to investigation and/or audit by the Palm Beach County Inspector General. ASSOCIATION should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

#### **ARTICLE 29 - E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, the ASSOCIATION shall:

1. 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;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this AGREEMENT) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this AGREEMENT;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this AGREEMENT; and
6. Be aware that if the TOWN terminates this AGREEMENT under Section 448.095(2)(c), Florida Statutes, the ASSOCIATION may not be awarded a public contract for at least 1 year after the date on which the AGREEMENT is terminated and will be liable for any additional costs incurred by the TOWN as a result of the termination of the AGREEMENT.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Professional Services Agreement (Assistant Medical Director Services) as of the day and year set forth above.

#### **TOWN OF HIGHLAND BEACH, FLORIDA**

By: \_\_\_\_\_  
Douglas Hillman, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lanelda Gaskins, Town Clerk

\_\_\_\_\_  
Glen J. Torcivia, Town Attorney



JENIEL PARMAR, M.D., P.A.

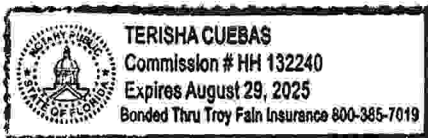
By: \_\_\_\_\_

Print Name: Jeniel Parmar, M.D.

Title: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of December, 2021, by Jeniel Parmar as Asst. Medical Director of Parmar, M.D., P.A, a Florida Professional Association, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.



Jenisha Cuebas  
Notary Public

## EXHIBIT A

The ASSOCIATION shall provide all services as set forth in Chapter 64J, Florida Administrative Code, Florida Department of Health regulations, as may be amended and subsequently promulgated. The ASSOCIATION, through the PHYSICIAN, shall provide all other services as may be specifically required by law or regulations, and/or mutually agreed to by both parties, relating to the provision of emergency medical services. Such duties include, but are not limited to:

1. Supervise and accept responsibility for the medical performance of the TOWN's Emergency Medical Technicians and Paramedics functioning for the pre-hospital emergency and medical preventative health care services system of the Fire Rescue Services Department and of the TOWN, and assist with the development and implementation of Municipal E.M.S. System performance standards, medical protocols, as well as quality assurance standards and revisions thereto.
2. Advise, consult, train, and counsel the TOWN staff providing emergency medical services for the TOWN, and oversee the provision of emergency medical services for the TOWN, including appropriate quality assurance.
3. Provide liaison services as required and requested between the Fire Rescue Services Department of the TOWN and any educational, governmental or medical agency or institution relating to the provision of Emergency Medical Services.
4. Provide medical supervision and may directly authorize the use of an automatic or semi-automatic defibrillator by First Responders serving in the Police Department who meet the requirements of Section 401.2915, Florida Statutes.
5. Retain the ultimate authority to permit any Paramedic or EMT to utilize advanced life support, basic life support, patient assessment, patient stabilization, as well as health care screening and preventative health care techniques.
6. Supervise and assume responsibility for the medical performance of the Emergency Medical Technicians (EMTs) and Paramedics functioning for the Fire Rescue Services Department in the field of medical screening, preventative health care, and community health and wellness programs administered by the TOWN.
7. Develop and revise medically correct standing orders and protocols pursuant to Section 64J-J.004(4), Florida Administrative Code (2019), as may be amended or revised, to reflect the current standard of care for patients.
8. Review the training, certification, and re-certification of skills for all first responders, emergency medical technicians, and paramedics employed by the Town.
9. Pursuant to Section 64J-J.004(4), Florida Administrative Code (2021), as may be amended or revised, develop, and implement a patient care quality assurance system to assess the medical performance of paramedics and emergency medical technicians. The PHYSICIAN shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under his supervision in accordance with the provisions of Section 401.265(2), Florida Statutes (2021) as may be amended or revised.
10. Conduct periodic review sessions with Fire Rescue Services Department personnel regarding medical management of individual medical rescue cases. The Assistant Medical Director shall conduct in-station education and case scenario reviews to continually improve and refine the skills of emergency medical technicians and paramedics.

11. In concert with the Fire Chief, establish a routine monthly meeting for the purposes of medical consultation, planning, education, and quality assurance.
12. Regularly review medical rescue reports prepared by Fire Rescue Services Department emergency medical technicians and paramedics, and review all problem cases as necessary or medically appropriate.
13. Assist, and make recommendations to the Fire Chief and other TOWN personnel, regarding planning for emergency medical services, ambulance transportation policies, deployment of vehicles, distribution of resources, personnel matters, emergency medical technician training, paramedic training, utilization of medical facilities, hospital supplies, medical equipment, medications, narcotics, emergency medical services billing and reimbursement systems, and recovery of costs associated with the TOWN's emergency medical services system.
14. Conduct an annual review of medical rescue services via a report to the TOWN's Fire Chief (assessing the overall quality of services delivered by the TOWN's Fire Rescue Services Department's Emergency Medical Services, emergency medical technicians, and paramedics).
15. Participate in and testify as a witness in employee discipline and discharge proceedings, grievance hearings, depositions, court proceedings, and other proceedings, as may be requested by the Fire Chief or by the Fire Chief's designee or by the TOWN Manager or TOWN Attorney, in connection with any matter related to or that may affect the TOWN's provision of emergency medical services or pre-hospital medical care, and regarding any matter pursuant to subpoena or court order.
16. The parties recognize that the TOWN is in the midst of starting a Fire Rescue Department. Accordingly, the Assistant Medical Director services to be provided herein, shall commence upon notification to the ASSOCIATION by the TOWN, that the Town's Fire Rescue Department is operational. Prior to that date, the ASSOCIATION agrees to incorporate with the TOWN, and provide such assistance to the TOWN as is reasonably necessary, to assist the TOWN in starting a Fire Rescue Department.

## EXHIBIT B

### COMPENSATION FOR SERVICES

1. In consideration for the Assistant Medical Director services provided by the ASSOCIATION to the TOWN, the ASSOCIATION shall be paid the sum of \$500 per month for each calendar month during the term of this AGREEMENT, upon the notification to the ASSOCIATION that the Town's Fire Department is operational, as set forth in Article 6 of the AGREEMENT.
2. In addition, in consideration for the Assistant Medical Director services associated with the establishment of the TOWN's Fire Rescue Department including, but not limited to, assisting with the application process for the COCPN provided by the ASSOCIATION to the TOWN, the ASSOCIATION shall invoice the TOWN on an hourly basis at the hourly rate of \$150.00. ASSOCIATION shall submit a detailed invoice on a monthly basis, for any month during which Services are performed under this AGREEMENT, to the attention of the Town Manager of TOWN. Invoices submitted shall cover the prior month's work. Each invoice shall specify the Services performed and the time expended by ASSOCIATION in 1/4 (.25) of an hour increments. Additionally, each invoice shall indicate ASSOCIATION'S tax ID number.
3. Subject to approval in accordance with the TOWN's standard policies, policies, and procedures, the TOWN shall remit payment for each invoice as described above, but no later than fifteen (15) days after receiving the invoice. However, in no event shall payment be made prior to receipt of an invoice detailing the Services performed. In the event no Services are performed by ASSOCIATION during any particular month, ASSOCIATION is not required to send an invoice and TOWN shall not be responsible for any payment. TOWN shall not reimburse ASSOCIATION for any business expenses including, but not limited to, travel, mileage, hotel, office supplies or equipment, or other costs of doing business relating to the Services contemplated herein, except those specified in Article 10 of the AGREEMENT.
4. The TOWN further agrees that it shall reimburse ASSOCIATION, based on the calculation set out in this paragraph, for the cost of professional liability/malpractice insurance required by Article 9B of this AGREEMENT. The insurance certificate shall be submitted by the ASSOCIATION to the TOWN no later than 30 days prior to the beginning of each contract year this AGREEMENT is in effect, together with written verification of the amount of the annual insurance premium paid. The TOWN shall reimburse ASSOCIATION 1/12 of the total amount each month. It is anticipated that the amount of the reimbursement will increase in subsequent years, and the maximum of the amount reimbursed by the TOWN. In such subsequent years shall be increased from the initial year of this AGREEMENT by ten percent (10%) each additional annual period not to exceed an annual premium amount of \$10,000.00.
5. At the termination or expiration of this AGREEMENT, the TOWN shall pay to ASSOCIATION a one-time payment which shall be for ASSOCIATION'S cost of the premium to continue professional liability/malpractice insurance in order to cover claims that are made against him after the termination or expiration of this Agreement but which arose during the term of this AGREEMENT and from ASSOCIATION'S provision of Assistant Medical Director Services for the TOWN, provided however, this payment shall not be payable by the TOWN in the event the ASSOCIATION is terminated for cause ("Tail Coverage"). The premium limits in Exhibit B; Section 4 shall not apply.
  - a. Such payment by the TOWN shall not cover the cost of premiums for any claim other than claims that arose from ASSOCIATION'S provision of medical director services for the TOWN pursuant to this Agreement.
  - b. This payment by the TOWN for the Tail Coverage shall be as follows: for each full or partial year ASSOCIATION has provided assistant medical director services for the TOWN, the TOWN shall pay an amount equal to fifteen percent (15%) of the verified actual cost of the one-time payment, up



to a maximum of one hundred percent (100%) of the cost of the one-time payment. To illustrate the TOWN's payment obligation under this paragraph, the TOWN will pay forty-five percent (45%) of the verified actual cost of the one-time payment in the event ASSOCIATION has provided Assistant Medical Director services for more than two and less than year years, and will pay one hundred percent (100%) of the verified cost of the one-time payment in the event ASSOCIATION has provided assistant medical director services for the TOWN for more than six years.

c. In no case shall the TOWN pay more than the verified actual cost of this one-time payment for ASSOCIATION'S professional liability/ malpractice insurance under this paragraph.

d. Upon payment under Paragraph 4 above, ASSOCIATION/PHYSICIAN is required to obtain professional liability/malpractice insurance in order to cover claims that are made against the PHYSICIAN or ASSOCIATION after the termination or expiration of this AGREEMENT but which arose during the term of this AGREEMENT and from ASSOCIATION'S provision of Assistant Medical Director services for the TOWN, and to maintain this professional liability/malpractice insurance for the amount of time necessary to provide coverage of claims that are made against the PHYSICIAN or ASSOCIATION after the termination or expiration of this AGREEMENT but which arose during the term of this Agreement. The ASSOCIATION/PHYSICIAN shall provide a copy of the professional liability/malpractice insurance to the TOWN.

e. The TOWN shall not make any payment under the provisions of this paragraph in the event ASSOCIATION/PHYSICIAN does not procure professional liability/medical malpractice insurance to cover claims made after the termination or expiration of this Agreement that arose during the term of this Agreement and from ASSOCIATION'S/PHYSICIAN'S provision of Assistant Medical Director services for the TOWN.

6. Nothing herein guarantees a minimum amount of compensation that ASSOCIATION/PHYSICIAN will receive for Services under the AGREEMENT.

**File Attachments for Item:**

C. Approve and authorize the Mayor the execute an agreement between Town of Highland Beach and Pace Branding & Marketing for ongoing marketing services.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 01/18/2022

**SUBMITTED BY:** Terisha Cuebas, Town Manager's Office

**SUBJECT:** Approve and authorize the Mayor the execute an agreement  
Between the Town of Highland Beach and Pace Branding and  
Marketing for ongoing marketing services.

---

## **SUMMARY:**

During the Fire Rescue educational campaign, the Town engaged Pace Branding and Marketing "Pace" to provide marketing services such as establishing a brand messaging, creative design, creative advertising, website design and public relations strategies. Town Staff and Pace established a great working relationship which resulted in an extremely successful educational campaign.

The Town had a professional services agreement in place that was specific to the Fire Rescue campaign. Staff finds it to be beneficial to have an ongoing professional services agreement with Pace for future projects such as the upcoming Charter recommendations educational campaign, assistance with the development of the Veteran's webpage, and utility billing education campaign.

The proposed agreement, for consideration, has an initial term of two (2) years with the option for two (2) one (1) year renewals. Pace has proposed to provide their service at a rate of \$130/hour for all services outlined in Exhibit A of the agreement. Prior to the commencement of each project, a Task Order will be required to be approved by the Commission (Exhibit B), which will outline the scope and cost of said project(s).

The attached agreement has been revised based upon Commissioner feedback when it was included on the agenda for discussion at the December 21, 2021 Commission meeting.

---

## **FISCAL IMPACT:**

TBD based upon project scope.

---

## **ATTACHMENTS:**

Professional Services Agreement between the Town of Highland Beach and Pace Marketing and Branding

---

## **RECOMMENDATION:**

Commission approval.



**TOWN OF HIGHLAND BEACH**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 2021, between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **Pace Communications Group, Inc. doing business as Pace Branding and Marketing**, a foreign profit corporation authorized to do business in the state of Florida ("Consultant").

**WHEREAS**, the Town's Purchasing Policy and Procedures allows the Town to enter into contracts for professional services without utilizing a sealed competitive method or written quotations; and

**WHEREAS**, the Town is in need of branding and marketing services and the Consultant is qualified and willing to perform such services for the Town; and

**WHEREAS**, the parties wish to enter into an agreement for such services and the Town finds that such agreement will serve a public purpose and be in the best interests of the Town.

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

**ARTICLE 1 - SCOPE OF SERVICES AND TASK ORDER(S)**

A. Scope of Services: The Town has awarded the Consultant the **non-exclusive** right to provide the Town with branding and marketing services as described in the Consultant's Scope of Services set forth in **Exhibit A** (the "Services").

B. Task Order(s): This Agreement does not guarantee that the Town will utilize Consultant in any capacity or for any Services identified herein. When the Town identifies a need for the Consultant's Services for a specific project or other assignment, the Town will request a proposal from the Consultant to provide the Services requested. The Consultant's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit B** (the "Task Order") and shall be based on the Consultant's fee schedule agreed to by the Town, and as set forth in **Exhibit A**. If a subconsultant(s) is to be utilized for Services under a Task Order, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same to the Consultant's proposal submitted to the Town. Upon receipt of the Consultant's proposal, the Town shall decide in its sole discretion whether to award the Task Order to the Consultant. Depending on the lump sum, not to exceed amount of each proposed Task Order, the Task Order may be awarded by the Town Manager (if within purchasing authority) or the Town Commission. If the Task Order is awarded to the Consultant, the Consultant shall commence the identified Services upon receipt of a Notice to Proceed from the Town or upon the Consultant's receipt of a fully executed Task Order for the Services. The Town reserves the right to reject any and all proposals submitted by the Consultant.

**ARTICLE 2 - TERM OF CONTRACT**

This non-exclusive Agreement shall become effective upon approval by the Town Commission and execution by the Mayor and shall have an initial term of two (2) years with two (2) additional one (1) year renewal options, unless earlier terminated in accordance with this Agreement. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town.

**ARTICLE 3 – COMPENSATION**

A. Fee Schedule: The fee schedule set forth in **Exhibit A** shall remain firm for the initial term of the Agreement. The hourly fees are all-inclusive. No changes to the fee schedule shall occur unless approved

in writing by the Town Commission and the Consultant. The fee schedule shall be the basis for all fees proposed by the Consultant and in any approved Task Order, unless otherwise agreed to by the parties.

B. Lump Sum Task Orders: The Town shall pay the Consultant the lump sum, not to exceed amount(s) set forth in an approved Task Order. The Consultant expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved Task Order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Town unless approved by written amendment to the Task Order by the Town Manager or Town Commission (depending on the Town's required level of approval for such additional costs). In no case shall the Consultant bill the Town for any amount not stated in an approved Task Order or written amendment thereto.

C. Additional Services: If the Town seeks to utilize the Consultant for any additional services, the Town and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Town in the form of a Task Order prior to said services being provided.

#### **ARTICLE 4 - TERMS OF PAYMENT**

A. Monthly Invoices: The Consultant shall submit invoices once each month to the Town for the Services performed under this Agreement pursuant to an approved Task Order. Separate invoices shall be submitted for each Task Order. Payment as prescribed in Article 3 for services rendered by the Consultant during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act (Ch. 218, Part VII, Florida Statutes). For charges not subject to monthly invoicing, payments shall be billed and paid in accordance with the procedures described in **Exhibit A**.

B. Sales Tax: The Consultant shall pay all applicable sales taxes; or the Town shall provide to the Consultant the tax exemption information, where and if appropriate.

#### **ARTICLE 5 - TERMS OF PERFORMANCE**

A. Starting Work: The Consultant will not begin any of the Services until authorized in writing by the Town or upon the Consultant's receipt of a fully executed Task Order for the Services.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in a Task Order or such other drawings, specifications, calculations, supporting documents, or work products prepared for the Town under this Agreement shall become the property of the Town upon delivery or completion.

C. Account Records: The Consultant's accounting records, insofar as they pertain to invoicing the Town or for disbursements made from the Consultant's account for Services under this Agreement, shall be open to Town's inspection and audit at the Consultant's office upon reasonable prior notice and during normal business hours. These records will be retained by the Consultant for ten (10) years after the calendar year in which the Services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible.

E. Approval of Changes: The Town, through the Town Commission or the Town Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result

in additional costs or expenses to the Town, extension of the schedule or which would change the underlying purpose of the Services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the Consultant shall designate an authorized representative to represent and act for the Consultant and shall inform the Town in writing of the name and address of such representative. The authorized representative of the Town shall be the Town Manager or designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities in accordance with the schedule set forth in each Task Order, subject to delays in the schedule which are not the fault of Consultant or its subconsultants.

H. Personnel: The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the Services required hereunder shall be performed by the Consultant or under its supervision. The Consultant shall furnish Services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Consultant agrees that it is fully responsible to the Town for the acts and omissions of persons either directly or indirectly employed by the Consultant. Nothing contained herein shall create any contractual relationship between any subconsultant and the Town. All of the Consultant's personnel (and all subconsultants) while on Town premises, will comply with all Town requirements governing conduct, safety, and security.

I. Conflict of Interest: The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder, as provided for in the Town of Highland Beach's Purchasing Policy and Procedures and Code of Ordinances, the Palm Beach County Code of Ethics, or as provided for in Chapter 112, Part III, Florida Statutes. The Consultant further represents that no person having any such conflicting interest shall be employed for said performance. The Consultant shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Consultant. The Town agrees to notify the Consultant of its opinion within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the Town shall so state in the notification and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the Town by the Consultant under the terms of this Agreement.

J. Status as an Independent Contractor: The status of the Consultant under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the Town and the Consultant. The Consultant does not have the power or authority to bind the Town in any promise, contract or representation other than as specifically provided for in this Agreement.

K. News Releases / Publicity: The Consultant shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the tasks associated with the Services without prior written Town approval.

L. Nondiscrimination: The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Consultant shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation.

#### **ARTICLE 6 - TOWN'S RESPONSIBILITIES**

A. Provision of Information: The Town shall furnish to the Consultant, if required for performance of the Consultant's Services, all available data and other information relating to a project or other assignment, if any.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the Services of the Consultant, the Town shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other consultants, as the Town deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

#### **ARTICLE 7 –TERMINATION**

A. Termination by Town: This Agreement may be terminated by the Town, with or without cause, by providing ten (10) days' written notice to the Consultant. Unless the Consultant is in breach of this Agreement, the Town shall pay Consultant for work performed and accepted through the date of termination.

B. Termination by Consultant: This Agreement may be terminated by the Consultant by providing thirty (30) days' prior written notice to the Town in the event of a substantial failure by the Town to perform in accordance with the terms of this Agreement through no fault of the Consultant; provided the Town fails to cure same within that thirty (30) day period.

D. Early Termination: If this Agreement is terminated before the expiration of the initial term or expiration of the renewal term by either party, the Consultant shall:

1. Stop service on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
4. Continue and complete all parts of the Services that have not been terminated.

#### **ARTICLE 8 –INDEMNIFICATION AND INSURANCE**

A. Indemnification: The Consultant shall indemnify, hold harmless and, at the Town's option, defend or pay for an attorney selected by the Town to defend, the Town and its officials, employees, and



representatives, against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels, directly or indirectly arising out of or related to any omission or act by the Consultant, its directors, officers, employees, agents, contractors, subcontractors, licensees or representatives, in the performance of this Contract. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes. Neither party shall be liable to the other for any special, incidental or consequential damages of any kind whether or not caused by the other party's negligence even if the parties have been advised of the possibility of such damages. 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.

B. Insurance: The Consultant shall not commence any Services in connection with this Agreement until it has obtained the insurance required hereunder. The Consultant, at its sole expense, shall obtain and maintain in force at all times during the term of the Agreement insurance coverage as required herein. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under the Agreement.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance carriers must have an AM Best rating of at least A VII or better. The Certificates shall clearly indicate that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the Town. All insurance, other than Professional Liability and Workers' Compensation, shall specifically include the "Town of Highland Beach, its commissioners, employees, and agents" as an "Additional Insured."

1. Workers' Compensation - The Consultant shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees in accordance with Florida Statutes. Employer's Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum.
2. Commercial General Liability - The Consultant shall maintain commercial general liability coverage, issued under an occurrence from basis, including contractual liability to cover the hold harmless agreement set forth in the contract, with limits of not less than the following:  
  
Each Occurrence: \$1,000,000.00  
Personal/advertising injury: \$1,000,000.00  
Products/completed operations aggregate: \$2,000,000.00  
General aggregate: \$2,000,000.00
3. Business Automobile Liability - The Consultant shall provide coverage for all owned, non-owned and hired vehicles in the minimum amount of \$1,000,000.00, each accident.

The selected firm shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected firm shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the firm enter into such a contract on a pre-loss basis.

The Consultant shall require all subconsultants to obtain the same insurance as required herein and no subconsultant shall commence any Services under this Agreement until the Consultant has obtained a copy of all subconsultant(s) proofs of insurance. The Consultant shall provide the Town with proof of all subconsultant's insurance upon request by the Town. The Town's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The Consultant shall procure and maintain all insurance required by the Town for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the Consultant's obligations to fulfill the requirements of this Article.

#### **ARTICLE 9 - SUCCESSORS AND ASSIGNS**

The Town and Consultant each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The Consultant shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the Town, which the Town may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the Town and Consultant.

#### **ARTICLE 10 - REMEDIES**

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in question between the Consultant and the Town will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida, for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding: (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

#### **ARTICLE 11 – NOTICE**

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the Consultant shall be sent to:  
PACE Communications Group, Inc.  
Attn: Diana L. Riser, President

5450 N. Ocean Blvd. #54  
Lauderdale By the Sea, FL 33308

All notices to the Town shall be sent to:  
Town of Highland Beach  
Attn: Marshall Labadie, Town Manager  
3614 South Ocean Blvd.  
Highland Beach, FL 33487.

#### **ARTICLE 12 – PUBLIC ENTITIES CRIMES; DISCRIMINATORY VENDOR LIST**

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the Consultant certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement.

Consultant acknowledges and agrees that an entity or affiliate who has been placed on the discriminatory vendor list 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

#### **ARTICLE 13 - MISCELLANEOUS**

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement, the exhibits hereto and any approved Task Orders, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the Consultant's Scope of Services (Exhibit A); and, any approved Task Orders. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail; provided, however, that the specific scope of services set forth in an approved Task Order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. **Waiver of Jury Trial:** To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Agreement.

F. **Counterparts:** This Agreement and all Task Orders may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

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

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

I. **Scrutinized Companies:**

1. By its representative's signature below, Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Consultant or any of its subconsultants are found to have submitted a false certification; or if the Consultant or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

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

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

4. The Consultant agrees that if it or any of its subconsultants' status changes in regards to any certification herein, the Consultant shall immediately notify the Town of the same.

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

#### **ARTICLE 14 - PUBLIC RECORDS**

The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the 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 Consultant 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 Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the

Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE ATTN: LANELDA GASKINS, AT (561) 278-4548, LGASKINS@HIGHLANDBEACH.US, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

#### **ARTICLE 15 – E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, the Consultant shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (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 subconsultants' newly hired employees;
2. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subconsultant affidavits for the duration of this Agreement;
4. Comply fully, and ensure all of its subconsultants comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

#### **ARTICLE 16 - REPRESENTATIONS/BINDING AUTHORITY**

By signing below, Consultant's signee represents that the Consultant has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement on behalf of the party for whom she is signing. By signing this Agreement, Consultant's signee hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

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



IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement on the day and date first above written.

**TOWN OF HIGHLAND BEACH, FLORIDA**

By: \_\_\_\_\_  
Douglas Hillman, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lanelda Gaskins, MMC, Town Clerk

\_\_\_\_\_  
Glen J. Torcivia, Town Attorney

**CONSULTANT: PACE COMMUNICATIONS GROUP, INC.  
D/B/A PACE BRANDING & MARKETING**

By: \_\_\_\_\_  
Diana L. Riser, President

[Corporate Seal]

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Diana L. Riser, as President of Pace Communications Group, Inc., a Foreign Profit Corporation, d/b/a Pace Branding & Marketing, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Professional Services**

Pace will provide the Town of Highland Beach with professional services at a rate of \$130 per hour. All project requests will be estimated in hours in advance. Professional Services are all in-house services and include but not limited to:

##### Traditional Services:

- Brand Strategy and Development
- Media Planning and Buying
- Creative and Copy Development
- Video Production
- Pre and Post-Production Video Services
- Market Research and Analysis
- Broadcast Production
- In-house Photography and Videography
- Corporate ID Package

##### Digital Services:

- Custom Website Development
- Website Hosting and Maintenance
- Social Media Content and Paid Ad Management
- Search Engine Marketing
- 3D Animation and Motion Graphics
- Eblast Deployment
- Geo-fencing/Precise Mobile Targeting
- Blog Content

##### Account Service:

- Accounting and Administration
- Dedicated Account Team
- Account Management
- Client/Agency Meetings and
- Status Calls
- Production Management and Vendor Liaison of Projects
- End-of-Month Media Reconciliation
- Reporting and Analytics
- Database Management

#### **Business Terms**

Our fees assume initial concepts and two rounds of revisions. Should the scope of our services change as the program moves forward, additional fees may be incurred. In that case, we will advise you both when the scope of services begins to exceed our current understanding and what additional fees will be incurred prior to proceeding with additional work.

We will provide you with complete, final printing estimates for your written authorization. No printing will be released without your express written authorization. Production and printing estimates include a production supervisory fee at a rate of 17.65% to cover costs associated with estimating and supervising production.

One-half of the creative and project management fees for each item is due when an agreement is signed for the selected services with the balance of that fee due upon approval of design/layout and copy. Since our fees are a range depending upon the as-yet-undetermined complexity of each component, our initial payment is for 50% of the higher fee with the second payment reflecting the final costs. Work commences upon receipt of an initial payment. In terms of production and fabrication, 50% of all expenses are due when the mechanicals are released with the balance invoiced upon delivery of the final materials. One-half printing expenses are due prior to release of mechanicals to the printer. Postage expenses are due in full prior to mailings. Other production expenses are billed monthly as incurred. Payment is due in 30 days.

Traditional Media is billed with a 15% commission at the run date with payment due in 30 days. If any media bill remains open for more than 30 days, all subsequent advertising will be canceled until the account is brought current. Some digital media requires prepayment which will be specified upon approval of the media plan.

1. Finance charges of 1.5% per month (18% per annum) are assessed on unpaid balances after 30 days.
2. Pace Advertising is authorized to obtain credit information.
3. Invoices will be paid in accordance with the above terms.

## EXHIBIT B

### SAMPLE TASK ORDER

#### Task Order for Professional Services Agreement

TASK ORDER NO. \_\_\_\_\_

THIS TASK ORDER ("Task Order") is made on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the **Town of Highland Beach**, a Florida municipal corporation located at 3614 South Ocean Blvd., Highland Beach, FL 33487 ("Town") and \_\_\_\_\_, a Florida corporation ("Consultant").

#### **1.0 Project Description:**

The Town desires the Consultant to provide those services as identified herein and generally described as: \_\_\_\_\_ (the "Project").

#### **2.0 Scope**

Under this Task Order, the Consultant will provide services to the Town as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

#### **3.0 Schedule**

The services to be provided under this Task Order shall be completed within \_\_\_\_\_ calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

#### **4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of \$ \_\_\_\_\_. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum shall be broken down to reflect the approved hourly rate.

#### **5.0 Project Manager**

The Project Manager for the Consultant is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_; and, the Project Manager for the Town is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_.

#### **6.0 Progress Meetings**

The Consultant shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum, unless otherwise directed by the Manager.

#### **7.0 Town Authorization**

This Task Order is issued pursuant to the Professional Services Agreement between the Town of Highland Beach and the Consultant, dated \_\_\_\_\_, 2021 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the

Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

**TOWN OF HIGHLAND BEACH, FLORIDA**

By: \_\_\_\_\_  
Douglas Hillman, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lanelda Gaskins, MMC, Town Clerk

\_\_\_\_\_  
Glen J. Torcivia, Town Attorney

**CONSULTANT: PACE COMMUNICATIONS GROUP, INC.  
D/B/A PACE BRANDING & MARKETING**

By: \_\_\_\_\_  
Diana L. Riser, President

[Corporate Seal]

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Diana L. Riser, as President of Pace Communications Group, Inc., a Foreign Profit Corporation, d/b/a Pace Branding & Marketing, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**File Attachments for Item:**

D. Beach Sand Depletion. Commissioner Gossett-Seidman



## Surfside condominium basement faced underground sea-rise assault

**Kimberly Miller**

Palm Beach Post  
USA TODAY NETWORK

Subterranean assaults by rising seas on the ill-fated Champlain Towers South more than doubled over a 26-year period, according to a Florida Interna-

tional University study that measured how often water levels rose higher than the building's basement floor.

The often invisible incursions may or may not have played a role in the horrifying collapse of the Surfside condominium June 24, said FIU geologist and research professor Randall Parkinson,

who conducted the study published last month in the journal *Ocean and Coastal Management*.

But he said quantifying below-ground saltwater sorties on coastal structures has been largely overlooked when climate change and sea level rise-related risks are calculated.

"Prior to June 24, 2021, our primary focus was on a relatively narrow field of future above-ground conditions and related risks," Parkinson said. "Now we must also consider existing and future below-ground conditions and climate-

**See SURFSIDE, Page 19A**

palmbeachpost.com | SUNDAY, JANUARY 9, 2022 | 19A

## Surfside

Continued from Page 1A

related risks from a much broader perspective."

The condominium collapsed early in the morning of June 24, killing 98 people. The structure was demolished 10 days later.

Parkinson used water-level data collected from a National Oceanic and Atmospheric Administration gauge on Virginia Key, about 10 miles south of Surfside. It showed an accelerated rise of sea levels since 1981 that caused the number of hourly water level elevations above the condominium's basement floor to reach an average of 244 per year between 1994 and 2006.

That increased to an average of 636 per year from 2007 to 2020. The study attributed the substantial hike to a threefold increase in the rate of relative sea-level rise that occurred after 2006.

"We're not talking water coming in from above ground," Parkinson said. "That's not what was happening. It was coming in through the structure of the basement. Through cracks and points of weakness that may have been there from the beginning or evolved over time."

While Palm Beach County's coastline is at higher elevations than Broward and Miami-Dade counties because of a ridge of coquinooid limestone called the Anastasia formation, Parkinson said barrier islands and underground infrastructure are still vulnerable.

Spalling, where water seeps through concrete pores to damage reinforcing rebar and ultimately dislodges the concrete, is often seen on the balconies of coastal condos that must be repaired. Imagine what it could be doing unseen, Parkinson asked.

Yet, most of the studies he's found on the effects of salt water on concrete were from road studies in winter weather where salt is used as a de-icing agent. "None of them, until recently, were done on saltwater and marine conditions and most of those were done on



Firefighters pass debris from the partially collapsed Champlain Towers South condo in Surfside on June 24, 2021. The building partially collapsed at 1:30 a.m. that morning. LANNIS WATERS / PALM BEACH POST

bridge abutments," Parkinson said.

A climate change vulnerability assessment of seven coastal Palm Beach County cities that was released last summer said rainfall flooding was currently a bigger concern in many areas than tidal flooding or sea level rise.

In the city of Boca Raton, about 80% of residential properties in a southwest pocket of the city between Camino Real and 18th Street and along South Military Trail have a medium-to-high vulnerability to rainfall-induced flooding.

But the report for the Coastal Resilience Partnership of Palm Beach County noted that future increases in the frequency of tidal flooding caused by sea-level rise should be considered. By 2070, seas could balloon by 33 inches compared to a 2020 baseline, according to the report.

The partnership includes the municipalities of Lake Worth Beach, Lantana, Ocean Ridge, Boynton Beach, Highland Beach, Boca Raton, and Delray Beach. Parts of unincorporated Palm Beach County are also includ-

ed in the study.

"All the flooding threats are interrelated," said Boynton Beach's sustainability coordinator, Rebecca Harvey. "Maybe we are not seeing major impacts right now. But we need to look at 2040 and 2070, because if we look at what's coming, it's a tenfold increase."

Related to sea-level rise, the report also evaluated shrinking shorelines — beaches that have fewer dunes to act as a buffer to the ocean, suffer from a lack of regular beach renourishments, or have structures that are closer to the ocean. Delray Beach and Boca Raton were ranked as having good-to-excellent shoreline conditions, but Ocean Ridge, Lantana and Highland Beach fell into the "severe" category — the lowest among the shoreline ratings.

Harvey said one of the key takeaways from the report was that the county needs a detailed analysis and modeling of its groundwater tables to better understand how sea-level rise may affect groundwater.

"Our capital planning has been focused on one, two and three years out, and we need to use the study to look longer term and plan for addressing resilience farther into the future," Harvey said.

After the collapse of the 12-story Champlain Towers, which was built in 1981, Palm Beach County officials considered creating their own program to inspect high-rise buildings but has since deferred to state lawmakers to come up with statewide requirements.

Palm Beach County has 125 condominiums that are six to 10 stories high built before 1980. Sixty-one condos built before 1980 are 11 stories or higher, according to county officials who spoke at a July meeting of the County Commission.

The city of Boca Raton became the first Palm Beach County municipality to adopt its own building inspection program in August.

"All of this is going to have to be taken a lot more seriously," Parkinson said. "We know the collapse hasn't been attributed to climate change right now, but it opened everybody's eyes to the fact that there are potential risks that we never thought about and didn't and don't have a process to evaluate those risks."



**File Attachments for Item:**

E. Approval of Commission Meeting Minutes

December 21, 2021 Commission Meeting Minutes



## TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

Town Hall / Commission Chambers  
3614 South Ocean Boulevard  
Highland Beach, Florida 33487

Date: December 21, 2021  
Time: 1:30 PM

---

### 1. CALL TO ORDER

Mayor Hillman called the meeting to order at 1:30 P.M.

### 2. PRESENT UPON ROLL CALL

Commissioner John Shoemaker  
Commissioner Evalyn David  
Commissioner Peggy Gossett-Seidman  
Vice Mayor Natasha Moore  
Mayor Douglas Hillman  
Town Attorney Glen Torcivia (arrived at 1:32 P.M.)  
Town Manager Marshall Labadie  
Town Clerk Lanelda Gaskins

### 3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance.

### 4. APPROVAL OF THE AGENDA

Mayor Hillman removed Item 11.D., Pace Branding & Marketing, Inc. agreement from the agenda.

**MOTION:** David/Moore - To approve the agenda as amended.

**The motion passed unanimously on a 5 to 0 vote.**

### 5. PRESENTATIONS / PROCLAMATIONS

A. None.

### 6. PUBLIC COMMENTS

Mayor Hillman called for public comments. Town Clerk Gaskins mentioned that there were no public comments.

## **7. ANNOUNCEMENTS**

Mayor Hillman read the announcements as follows:

### **Board Vacancies**

Code Enforcement Board - One vacancy for an unexpired term ending September 2024

Financial Advisory Board - One vacancy for an unexpired term ending April 30, 2022

### **Meetings and Events**

December 24 and 27, 2021 - Town Hall Closed in Observance of the Christmas Holiday

December 31, 2021 - Town Hall Closed in Observance of New Year's Holiday

January 04, 2022 - Town Commission Meeting 1:30 P.M.

### **Board Action Report**

1. December 2021 Board Action Reports (For Information Only)

## **8. ORDINANCES**

A. None.

## **9. CONSENT AGENDA**

A. None.

## **10. UNFINISHED BUSINESS**

A. None.

## **11. NEW BUSINESS**

### **A. Update on Highland Beach Fire Rescue Department**

#### **1. Implementation Schedule**

Town Manager Labadie presented a PowerPoint Presentation of the Implementation Schedule and updated the Town Commission on the progress of creating the Highland Beach Fire Rescue Department. In addition, he spoke about the Certificate of Public Convenience and Necessity (COCPN) program as it relates to the forming the new Fire Rescue Department, the current Palm Beach County ("County") ordinance and the



provision within their ordinance regarding the Pilot Program Services which allows for new ALS (Advanced Life Support) types of life support agencies.

Mr. Tom McCarthy, recently retired Division Chief of Emergency Medical Services of the City of Riviera Beach Fire Rescue Department provided a brief history of his professional experiences within the emergency medical services field. Additionally, he talked about the COCPN and its processes, the six-year window within the County's ordinance, the County's Pilot Program Services, the components of the State of Florida ALS profile, personnel, and training. Town Manager Labadie then explained that the Town has commitments from Palm Beach County. Mr. McCarthy and Mr. Joseph have been putting the application materials together. Mr. Labadie also mentioned that Palm Beach County has agreed to provide dispatch services for the Town's Fire Rescue Department, and Town Attorney Torcivia's office is working on the dispatch services agreement.

Mr. Glen Joseph commented about the workflow related to the fire chief. He also commented about the timelines of when the Town would be looking to hire essential personnel and the reasoning for the push back on hiring essential personnel as the Town would incur additional cost before it was necessary. Town Manager Labadie explained that the human resources (HR) component is in progress as Mr. Josephs has created the job descriptions. Mr. Joseph explained that the recruitment process takes about a year. The timelines are in the process.

## **2. Rescue Vehicle Acquisition**

Mr. Glen Joseph presented a PowerPoint Presentation of the Ambulance Selection depicting information of the Vehicle Standards, the Federal Specifications, Types I, II, and III Ambulance Trucks, the interior areas, the base prices, and the options with the summary of vehicle costs, including equipment and consumables. He explained based on the Town's budget, the needs, and requirements. The vehicle costs would be between \$200,000 and mid \$250,000. Mr. Joseph's recommendation was the Type 1 modular.

Following the presentation, a discussion ensued about the types of ambulance vehicles, the effects of idling the vehicles, location to gas the trucks, and the Town's budget.

Mayor Hillman asked for an update on the market of the vehicles as it relates to alternatives for purchasing the vehicle. Mr. Joseph spoke about the manufacturers in Florida and involving a broker to talk with the vendors. Mr. McCarthy also commented about the vendors, manufacturers, and brokers.

## **3. Fire Station Renovation/Architect**

Town Manager Labadie introduced Jobie Ballot with PGAL.

Joby Balint, an Architect with PGAL, presented a PowerPoint Presentation of the Preliminary Program and Concept Drawings depicting information about the Conceptual Approach Options: Option One, Classic Rebuild with Temporary Station, Option Two, Two-Bay Addition on South Side of Existing and Minor Renovations, and Option three,

New Station at South End of Parking Area, Demo Existing and Add Parking & Landscaping. Also shown during the presentation were the three proposed options pros and cons to each, the estimated square footage, estimated construction costs, estimated totals, along with aerial photographs of the ground floor, second floor, site plan, two bay addition, three bay addition, and north and south aerial views.

Sam Ferreri with PGAL joined the meeting virtually. He explained that he researched the structure of the existing fire station and spoke about the options.

Mr. Balint spoke about Option three, New Station at South End of Parking Area, Demo Existing and Add Parking & Landscaping. Discussions followed about the three proposed options and the Town's budget for the Fire Rescue Department project.

Mr. Ferreri mentioned bringing back additional options that include the existing building at the next meeting. Also, further research will be done concerning the roof of the current Fire Station.

**B. Approve and authorize the Town staff to purchase an annual supply of corrosion inhibitor chemical from Shannon Chemical Corporation for the Town's Water Treatment Plant water distribution system.**

Public Works Director Pat Roman presented this item. He explained the purpose of the corrosion inhibitor chemical and supply of sodium hydroxide for the Town's Water Treatment Plant water distribution system.

**MOTION:** David/Moore - To approve Items 11.B. and 11.C., which passed unanimously on a 5 to 0 vote.

**C. Approve and authorize the Mayor to execute a contract between the Town of Highland Beach and Odyssey Manufacturing Co. to purchase an annual supply of sodium hydroxide for the Town's Water Treatment Plant water distribution system.**

**D. Approve and authorize the Mayor the execute an agreement between the Town of Highland Beach and Pace Branding and Marketing for ongoing marketing services.** (This item was removed from the agenda)

**E. Approval of Commission Meeting Minutes**

November 09, 2021, Commission Special Meeting Minutes

November 16, 2021, Commission Meeting Minutes

**MOTION:** David/Moore - To accept November 09, 2021, and November 16, 2021, Commission Meeting Minutes as presented.

**The meeting minutes passed unanimously on a 5 to 0 vote.**

## **12. TOWN COMMISSION COMMENTS**

Commissioner John Shoemaker commented about the Veteran's web page project schedule and the constant input he has received about the Mingle and Jingle holiday event. He talked about the COVID-19 omicron variant.

Commissioner Evalyn David mentioned she was happy with the progress of the Fire Rescue Department. She spoke about the COVID-19 omicron variant. Lastly, she wished everyone a healthy and happy Christmas and New Year holiday.

Commissioner Peggy Gossett-Seidman provided an update on the Florida League of Cities and spoke about the following: two Florida court cases involving two municipalities (City of Holmes Beach and the City of Reddington) short-term rental ordinances; a private group challenging the City of Reddington about the customary use of dry sand beaches and the city prevailed; and Governor DeSantis' budget includes funding for environmental concerns and safety and security. She also spoke about the manatees, boating, seagrass, and electric vehicles/recharging stations.

Vice Mayor Natasha Moore will prepare an updated package of the Fund Balance Guidelines and present it to the Financial Advisory Board in January. She will also bring the Board recommendations back to the Town Commission at a future meeting. Lastly, she wished everyone a Merry Christmas and Happy New Year.

Mayor Douglas Hillman thanked Tom McCarthy and Glen Joseph for their presentations. He inquired about an update on the water and sewer actual revenue versus planned revenue. He also spoke about the Town's letter to the buildings about the recertification program. Town Manager Labadie indicated that he would provide the Town Commission with the information and provide them with a modified letter.

Mayor Hillman presented a PowerPoint presentation highlighting the Town's accomplishments in 2021. He also talked about the millage rate reduction, population increase, property value increase, and the most significant property sale in Highland Beach.

Commissioner David congratulated Building Official Jeff Remas on receiving the Building Official of the Year designation from the Palm Beach County Building Officials Association.

## **13. TOWN ATTORNEY'S REPORT**

Town Attorney Torcivia had nothing to report.

## **14. TOWN MANAGER'S REPORT**

Town Manager Labadie had nothing to report.

**15. ADJOURNMENT**

The meeting adjourned at 3:51 P.M.

**APPROVED** on January 18, 2022, Town Commission Meeting.

ATTEST:

\_\_\_\_\_  
Douglas Hillman, Mayor

Transcribed by Ganelle Thompson  
Administrative Support Specialist  
and  
Lanelda Gaskins, Town Clerk

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the event of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.