



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, November 19, 2024 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS, 3614 S. OCEAN
BLVD., HIGHLAND BEACH, FL

Town Commission

Natasha Moore
David Stern
Evalyn David
Donald Peters
Judith M. Goldberg

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

Marshall Labadie
Lanelda Gaskins
Leonard G. Rubin

Town Manager
Town Clerk
Town Attorney

-
1. **CALL TO ORDER**
 2. **PLEDGE OF ALLEGIANCE**
 3. **INVOCATION**
 4. **APPROVAL OF THE AGENDA**
 5. **PRESENTATIONS / PROCLAMATIONS**
 - A. Police Officer Commendation Award
 6. **PUBLIC COMMENTS**

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

 - A. Barbara Nestle's Letter ref. Leaf blowers
 7. **ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

None.

8. **CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approve and authorize Protec Arisawa (sole source) to replace the membrane vessel side ports for the Reverse Osmosis Water System at a cost of \$61,362.92. Note: This is a planned and approved project for fiscal year 2025..

B. Approve and authorize Graybar to replace the switch gear for the programable logic controller (PLC) for the Water Treatment Plant Facility at a cost of \$79,954.54. Note: This is a planned and approved project for fiscal year 2025.

9. **UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Building Department Recertification Program Update

B. Florida Department of Transportation (FDOT) RRR Project Update

C. Sanitary Sewer Lining Rehabilitation Project Update

10. **NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Approve and authorize the Mayor to execute a professional services agreement with Inspire Placemaking Collective, Inc. for general planning and development review services.

B. Approve and authorize the Mayor to execute a professional services agreement between Projected Point, Inc. and the Town of Highland Beach for outsourced finance director services.

C. Consideration of an Assigned Vehicle Program for the Police Department and authorize the Town Manager to execute all agreements related to Direct Cash Purchase with Maintenance Management Program from Enterprise Fleet Management, Inc. option and authorize the necessary budget amendments.

D. Fiscal Year 2024-2025 Strategic Priorities Plan Update and Review

11. **TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

12. TOWN ATTORNEY’S REPORT

13. TOWN MANAGER’S REPORT

14. ANNOUNCEMENTS

Board Vacancies

Code Enforcement Board
unexpired term ending

vacancy for

2025

One (1) vacancy for an

December 7, 2024, and One (1)

an unexpired ending May 30,

Meetings and Events

December 03, 2024 1:30 P.M. Town Commission Meeting

December 05, 2024 5:00 P.M. Mingle & Jingle

Board Action Report

None.

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. Barbara Nestle's Letter ref. Leaf blowers

Barbara Nestle
Highland Beach, FL
617 870 1719
nesbarb@gmail.com

September 1, 2024

To Lanelda Gaskins, Townclerk
Natasha Moore, Mayor
David Stern, Vice Mayor

Highland Beach, FL, 33487

Re: Leafblowers

Dear Mrs Gaskins:

I am aware that leaf blowers were discussed on January 1, 2023 and I made a respective public comment in the Commission meeting on February 21, 2023. No discussions or decisions have ever since been made, hence I am reaching out again to the Commission with the following public comment (same as made in February 2023):

Many landscapers and private individuals in Highland Beach use polluting and noisy gas-powered leaf blowers which have been banned in many villages and towns of our calibre, all over the USA.

*These leaf blowers **generate toxic, carcinogenic air pollution and noise that far exceeds health and safety standards.** Using gas powered leaf blowers are very bad for our health, fragile dunes/barrier island environment, and enjoyment of the benefits of living in our five miles of paradise. People come to Highland Beach to enjoy our beautiful nature and beaches and not to be drowned in noise and toxic fumes.*

Toxic pollution – *Using a two-stroke gas-powered leaf blower for 30 minutes produces pollutants equal to those generated by driving a Ford F-150 truck 3,900 miles, or as far as from Texas to Alaska.*

Harmful health impacts - *Ozone and PM2.5s are well known causes of, or contributors to, early death, cardiovascular disease, asthma, chronic obstructive pulmonary disease, lung cancer, premature births, and other serious health conditions. Even short-term exposure can be harmful.*

Damaging noise - *Noise from leaf blowers ranges from 102–115 decibels (“dBs”)!*

For these reasons, Miami Beach is phasing out gas powered leaf blowers, Naples, Palm Beach, and other towns have implemented leaf blower regulations/bans. Our paradise of Highland Beach cannot afford to wait longer.

We should as soon as possible discuss a regulation stipulating that no leaf blower may be operated except one (1) 65 dB(A) electric or battery powered leaf blower per lot during the permitted hours (TBD), with further specifications about allowed types and some exemptions for larger lots. After a storm or emergency, the mayor could temporarily suspend the law.

Violations should end in suspensions for 60 days or longer and shall be subject to penalty.

I appreciate your attention and look forward to hearing an update in one of the coming Commission meetings. I am happy to help the town drafting a leafblower ordinance.

*Could you pls **schedule this topic for your October 1 meeting** where I can present this as a public comment? Many thanks.*

*Best regards,
Barbara Nestle*

File Attachments for Item:

A. Approve and authorize Protec Arisawa (sole source) to replace the membrane vessel side ports for the Reverse Osmosis Water System at a cost of \$61,362.92. Note: This is a planned and approved project for fiscal year 2025..



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *November 19, 2024*
SUBMITTED BY: Pat Roman, Public Works Director
SUBJECT: Authorize approved 2025 budget dollars for Membrane Vessels

SUMMARY:

We are asking for authorization to use 2025 budget dollars on a planned and approved project for 2025. The current membrane vessel side ports have reached the end of life and need to be replaced. These are the original side ports from 2004 and need replacement.

In a reverse osmosis (RO) water plant, a membrane vessel side port connection is a specific point on the membrane pressure vessel where connections are made for the inflow and outflow of water. These side ports are crucial for directing the feed water into the membrane vessel and for allowing the permeate (filtered water) and concentrate (rejected water) to exit. The design and placement of these ports are important for the efficient operation of the RO system, ensuring that water flows through the membranes at the correct pressure and velocity to achieve optimal filtration performance.

FISCAL IMPACT:

\$61,362.92 budgeted in the 2025 WTP Improvements Other than Buildings

ATTACHMENTS:

Sole Source Letter Protec Arisawa

Protec Arisawa Quote

RECOMMENDATION:

Commission approval.



August 12, 2024

Dear Valued Customer,

Protec-Arisawa Americas (PAA) manufactures our ASME Section X FRP membrane housings in Vista, CA. The product is fully manufactured there, and all parts and services are supplied from this facility. PAA is the only manufacturer of 8" RO membrane housings, winding vessels in the United States. The parts on our products are solely designed by Protec-Arisawa for use on our pressure vessels. Only authorized, factory supplied parts should be used on our vessels per our stated warranty and operator's manual.

All of the parts used within our product are exclusively made by Protec-Arisawa America or for Protec-Arisawa America. All PAA original parts have our part number stamped or etched on to them for easy identification, reordering and tracing.

PAA does not provide any drawings or representations of our parts to any customer or reseller. Specifications can be provided upon request for verification that the proper part is being installed into our vessel.

Thank you,

A handwritten signature in black ink that reads "Taryn Doyle". The signature is fluid and cursive, with the first name being more prominent.

Taryn Doyle

Account Manager

Protec Arisawa America, Inc 2455 Ash Street, Vista, CA 92081, USA

(P) 760.599.4800 (F) 760.536.1849

www.Protec-arisawa.com



FIELD SERVICE QUOTE HIGHLAND BEACH FLORIDA

QUOTE FOR 3 RO UNITS. PRO-8-600-SP-7, 1 skid (24 vessels), 2 X 1.5" side ports. Manufactured in 2003. Original SO# 3616

DATE	5/31/2024			Sales contact:	Taryn Doyle 1.813.909.3880 taryn.doyle@protec-arisawa.com
Part Number	Description	Quantity	Price	Extension	Notes
999	FIELD SERVICE CHARGE (5 Days on site, 3 Technicians, 1 travel day)	18	\$1,800.00	\$32,400.00	Field Service charge is per day for each Field Technician(s). One (1) day built in for travel-weekend time for travel
TOTAL LABOR				\$32,400.00	
The items below are suggested to be replaced based on the age of the vessel if not routinely done. Normal seal life is 3-5 years.					
6121187	Side port retaining ring 1.5"	150	\$27.38	\$4,107.00	2 per housing (outer only)
6184604-N	Side port seal 1.5"	150	\$6.39	\$958.50	2 per housing
4080257-1	Side port	10	\$103.60	\$1,036.00	
2080096	Head Assembly, 600 psi 1 1/4" Vic (IPS Grooved End)	5	\$761.69	\$3,808.45	
2080273	Head Assembly, 600 psi 1" FNPT	5	\$702.35	\$3,511.75	
PDMT-GSK-1.25-C	Peidmont Gasket style C, EPDM, 1.5"	146	\$5.90	\$861.40	2 per housing, side ports
61100442MK	Quad head seal	146	\$53.00	\$7,738.00	2 per housing
6110229-N	Perm port seal	146	\$6.39	\$932.94	2 per housing
6180236-N	Perm port adapter seal	146	\$6.39	\$932.94	2 per housing
6180119-N	PWT seals	292	\$6.39	\$1,865.88	4 per housing
6121200	Permeate port retaining ring	20	\$27.38	\$547.60	Replace only those rusted
7030084	Touch-up Paint 12 oz Spray can	3	\$31.82	\$95.46	1 per skid
501190	Spiral ring install tool	1	\$540.00	\$540.00	1 set
501160	Install tool, 1.5" side port seal press seal 6184604-N	1	\$784.00	\$784.00	1 set
501104	Head Removal T-pulls 8"	1	\$43.00	\$43.00	1 set
	Freight to site	1	\$1,200.00	\$1,200.00	Not to exceed
			TOTAL PARTS-THREE (3) TRAINS	\$28,962.92	
GRAND TOTAL FOR LABOR AND PARTS -THREE (3) TRAINS				\$61,362.92	

NOTE: Parts in yellow are only replaced if deemed necessary by Field Technician. If parts are subject to replacement these items will be added to the invoice after written approval by client.

4080257-1	Side port	10	\$103.60	\$1,036.00
4080289	Noryl Permeate Port, 1" FNPT, 300, 450, 600 psi	5	\$100.00	\$500.00
4080042-1	Permeate port 1 1/4" VIC PVC	5	\$148.00	\$740.00
4080320	Retaining ring w/finger pull	5	\$142.08	\$710.40
6121200	Permeate port retaining ring	20	\$27.38	\$547.60
4080032	Bearing Plate 600 psi (with sticker)	10	\$281.20	\$2,812.00
4080117-3	Seal Plate	10	\$108.04	\$1,080.40
PDMT-CPL-K-1.25	Piedmont Coupling Style K, 1.25" with Gasket	10	\$22.81	\$228.10
PDMT-CPL-B-1.5	Piedmont Coupling Style B, 1.5" with Gasket	10	\$43.81	\$438.10
4080165-3	Thrust cone	8	\$78.44	\$627.52
5080074	Membrane adapter	16	\$95.82	\$1,533.12

*THESE PARTS WILL BE ON HAND AND IF SOMETHING IS FOUND TO BE DAMAGED OR NEEDS FUTURE REPLACEMENT, PROTEC TECHNICIAN WILL ADVISE A PRICE AND REPLACEMENT SCHEDULE. THEY WILL BE INSTALLED OR LEFT BEHIND BASED ON CUSTOMER'S APPROVAL ONLY

Scope of Work

Vessels:

- o Surface cleaning around side port and bell area
- o Assessment of vessel seal area, insert ring for integrity and need for any surface repair of resin.
- o Inspection of shell body for wear and damage for safe operation
- o Touch up paint on end margin/cut face due to wear

Side Ports:

- o Inspection of all side ports -clean and reuse- replace if needed only
- o Removal of wave spacer and replacement of all side port seals
- o Removal of couplings and replacement of gasket and hardware
- o Perform resin repair on seal area if required (if needed)
- o Removal, cleaning and replacement of Victaulic couplings as needed

End Cap Assemblies:

- o Inspection, disassembly and cleaning
- o Replace all seals in head assembly (3 ea)
- o Replace head components as needed due to wear or damage (Bearing plate, Retaining ring, Seal Plate, Adapter)

Site requirements prior to Protec-Arisawa staff arrival:

- o Provide lift, ladder or scaffolding to access vessels
- o Availability of compressed air/compressor (please notify if not available)
- o Notify of any site requirements or restrictions.
- o Notify of work hours and any PPE required
- o Remove all permeate piping, drain system and remove couplings on first train.

Warranty Coverage:

Protec Arisawa is the original and only manufacturer of Protec Pressure Vessels. Protec Arisawa warrants that repairs made to pressure vessels are done with parts/components free of defects and the workmanship conforms to Protec Arisawa procedures, drawings and specifications that were engineered and designed originally by Protec Arisawa. All Work performed will be of the specific area(s) outlined in the original agreement only. Protec Arisawa provides a 1-year Warranty on all services and materials directly related to the Scope of Work in original agreement only. This does not cover damage or incidents due to improper operation of RO system; unauthorized alterations of pressure vessel(s) and or component(s); misuse and abuse of pressure vessel(s) and or component(s); Misalignment of system piping causing damage to vessel connections; ordinary wear and tear; or problems caused by lack of preventative maintenance.

File Attachments for Item:

B. Approve and authorize Graybar to replace the switch gear for the programmable logic controller (PLC) for the Water Treatment Plant Facility at a cost of \$79,954.54. Note: This is a planned and approved project for fiscal year 2025.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *November 19, 2024*
SUBMITTED BY: Pat Roman, Public Works Director
SUBJECT: Replacement of Switch Gear for PLC

SUMMARY:

We are asking for authorization to use 2025 discretionary sales tax dollars on a planned and approved project for the replacement of switch gear for PLC in 2025. The current PLC gear has reached the end of life and need to be replaced.

The switchgear for the Programmable Logic Controller (PLC) in a water treatment facility needs replacement primarily due to wear and tear, outdated technology, or safety concerns. Over time, components can degrade, leading to reduced efficiency, increased risk of failure, or safety hazards. Upgrading the switchgear ensures reliable operation, enhances system performance, and complies with current safety standards. Additionally, modern switchgear can offer improved monitoring and control capabilities, which are crucial for maintaining optimal water treatment processes.

FISCAL IMPACT:

\$79,954.54 budgeted in the 2025 WTP Discretionary Sales Tax

ATTACHMENTS:

Graybar ATO Project Quote

RECOMMENDATION:

Commission approval.



1255 NW 21ST ST
 POMPANO BEACH FL 33069-1428
 Phone: 561-769-9712
 Fax: 954-971-7029

To: TOWN OF HIGHLAND BEACH
 3614 S OCEAN BLVD
 HIGHLAND BEACH FL 33487-3393
 Attn: Pat Roman
 Phone: 561-278-4548
 Fax:
 Email:

Date: 09/16/2024
 Proj Name: ATO PROJECT
 GB Quote #: 0247031413
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 09/16/2024
 Valid To: 10/16/2024
 Contact: John Darcy
 Email: john.darcy@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	SQUARE D CO.		MILESTONE 1 # PRE-WORK SITE VISIT/DATA C	\$15,190.91	1	\$15,190.91
200		1 EA	SQUARE D CO.		MILESTONE 2 # PROGRAMMING (PLC/HMI)	\$16,790.91	1	\$16,790.91
300		1 EA	SQUARE D CO.		MILESTONE 3 # MATERIAL	\$15,990.91	1	\$15,990.91
400		1 EA	SQUARE D CO.		MILESTONE 4 #COMMISSIONIN G	\$23,986.36	1	\$23,986.36
500		1 EA	SQUARE D CO.		MILESTONE 5 # AS-BUILT DRAWINGS	\$7,995.45	1	\$7,995.45

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.

To: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
HIGHLAND BEACH FL 33487-3393
Attn: Pat Roman

Date: 09/16/2024
Proj Name: ATO PROJECT
GB Quote #: 0247031413

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Total in USD (Tax not included): \$79,954.54

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To: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
HIGHLAND BEACH FL 33487-3393
Attn: Pat Roman

Date: 09/16/2024
Proj Name: ATO PROJECT
GB Quote #: 0247031413

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice of law provisions thereof. All suits arising from or concerning this agreement hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4. **PRICES AND SHIPMENTS** - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services appropriately to take into account such increases in Graybar's costs.
5. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or other material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10. **CANCELLATION; CHANGES FOR SERVICES** - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11. **SOFTWARE AND FIRMWARE** - Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR.
13. **HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES**
14. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
15. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
16. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
17. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
18. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
19. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

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File Attachments for Item:

A. Approve and authorize the Mayor to execute a professional services agreement with Inspire Placemaking Collective, Inc. for general planning and development review services.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *11/19/2024*

SUBMITTED BY: Skender Coma, Senior Management Analyst

SUBJECT: EXECUTE AGREEMENT WITH INSPIRE PLACEMAKING COLLECTIVE, INC. FOR GENERAL PLANNING AND DEVELOPMENT REVIEW SERVICES

SUMMARY:

In May 2024, the Town executed Professional Services Agreements for Engineering, Architectural, Landscape Architectural, and Surveying and Mapping Services (CCNA). General Planning Services were not included in the CCNA scope, as defined by Florida Statutes.

Town staff researched local competitive procurement outcomes and found that Inspire Placemaking Collective was consistently ranked at the top of multiple Requests for Proposals. After several meetings and presentations, Town staff directly negotiated a Professional Services Agreement with Inspire Placemaking Collective to provide General Planning and Development Review Services. Inspire Placemaking Collective will also be updating the Town's Comprehensive Plan.

FISCAL IMPACT:

Based on task orders.

ATTACHMENTS:

Professional Services Agreement

RECOMMENDATION:

Execute a Professional Services Agreement with Inspire Placemaking Collective, Inc. for General Planning and Development Review Services.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the Town of Highland Beach, Florida, a Florida municipal corporation, 3614 S. Ocean Blvd., Highland Beach, FL 33487 ("Town") and Inspire Placemaking Collective, Inc., a corporation authorized to do business in the State of Florida, 4767 New Broad St., Orlando, FL 32814 ("Consultant").

WITNESSETH:

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

WHEREAS, Consultant provides professional planning and development review services and is interested in providing such services to the Town on a continuing, as-needed basis; and

WHEREAS, pursuant to Section 33-2(c)(1) of the Town’s procurement code, the Town desires to enter into a professional services agreement with Consultant for the provision of professional planning and development review services; and

WHEREAS, the Town finds this Agreement serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide consulting services to the Town as directed by the Town Manager or designee. The general scope of the Consultant’s services is to provide general planning, development review, and related services. Services will be authorized by Town issued purchase order, which will include a Town-approved scope of services, schedule, and fee based on the current rate sheet attached hereto as Exhibit “A”.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer,

partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The Term of this Agreement shall be for three (3) years commencing _____, 2024, unless earlier terminated as stated herein. The Term of this Agreement may be renewed by mutual written agreement of the parties for two (2) additional one (1) year terms upon the same terms and conditions as provided for herein. The Term may be extended for up to ninety (90) days by written agreement of the parties for services related to those services identified herein. The Town Manager is authorized to execute such renewals and extensions on behalf of the Town.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.

c. 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. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than sixty (60) days prior written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination. Town shall pay Consultant for all services performed under this Agreement through the date of termination.

h. Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate the Consultant in accordance with the current rate sheet, attached as Exhibit "A", and incorporated herein, during the Term of this Agreement.

b. Invoice. The Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same or percent complete for fixed fee, with sufficient detail for a pre and post audit thereof. All reimbursable expenses shall also be clearly identified on the Invoice and supporting documentation shall be provided. Invoices for special projects with a not-to-exceed amount or fixed fee must reflect the amount paid to date, the amount encumbered by the current invoice, and the amount remaining under the applicable project

authorization. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. Tax. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 6: WARRANTY/GUARANTEE. The Consultant warrants that they will perform their services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. The Consultant shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project.

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, and shall require any sub-consultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. This coverage shall also include Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

b. Commercial General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

c. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property

Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

d. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$1,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

e. Cyber Liability with limits not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$1,000,000.00) general aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

f. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The "Town of Highland Beach, its elected officials, officers, employees, and attorneys" shall be named as an additional insured on policies referenced in this Section. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished, and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

g. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

h. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

SECTION 8: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

SECTION 9: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 10: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: PERSONNEL. The Consultant 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 the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged

in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 12: SUB-CONSULTANTS. The Town reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the sub-consultant's insurance coverage arising out of the negligent acts, errors or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Town.

SECTION 13: ASSIGNMENT. The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT.

a. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

b. The Consultant shall not perform any services for any private sector clients, including, but not limited to, developers, corporations, and real estate investors, on projects within the jurisdictional boundaries of the Town.

c. The Consultant acknowledges that, in the course of performing under this Agreement, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the Town and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to the Consultant, or of which the Consultant may otherwise become aware are and shall be and remain the confidential information of the Town (“Confidential Information”), unless otherwise deemed “public” by law. The Consultant will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations (“Recipient Information”). The Consultant further acknowledges that, in the course of performing the services under this Agreement, it may have access to certain other information that relates, directly or indirectly, to statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans (“Proprietary Information”). The Consultant affirms that it will not disclose any Confidential Information, Recipient Information, or Proprietary Information and that if it determines that there could be a conflict, or potential conflict of interest, the Consultant and/or its agents will immediately advise the Town Manager.

d. The Consultant shall not review or perform any services regarding any application made to the Town by any client of the Consultant, even if the services the Consultant performs for such client are unrelated to the Town. In such instance, the Consultant shall disclose the relationship immediately to the Town Manager, who may retain an alternate consultant for those services. Consultant will ensure it does not invoice the Town for such services, including adjusting any fixed fee to cover the cost of the alternate consultant required to complete the work.

e. Neither the Consultant nor any of its employees, agents, or sub-consultants performing under this Agreement shall have or hold any employment or contractual relationship that is antagonistic or incompatible with the Consultant’s loyal and conscientious exercise of judgment related to its performance under this Agreement.

f. The Consultant shall immediately notify the Town if issues are discovered by the Consultant that may adversely impact the Town.

g. The Consultant further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of the services required pursuant to this Agreement.

SECTION 16: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

SECTION 17: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The 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, at the Consultant's place of business. In no circumstances will Consultant be required to disclose its confidential or proprietary information regarding its products and service costs.

SECTION 18: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 19: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, 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 of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 21: SCRUTINIZED COMPANIES.

a. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its subconsultants have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

b. If this contract is for one million dollars or more, the Consultant certifies that Consultant and its subconsultants are not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized

Companies with Activities in the Iran Terrorism Sectors List and have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this Agreement if the Consultant is found to have submitted a false certification, or if the Consultant or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Boulevard
Highland Beach, FL 33487

and if sent to the Consultant, shall be sent to:

Inspire Placemaking Collective, Inc.
Attn: Christina Miller, Senior Project Manager
25 NE 2nd Avenue
Suite 414
Miami, FL 33131

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Manager.

SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibits “A” and “B”. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibits “A” and “B” to the Town shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant 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 Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: DISPUTE RESOLUTION. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney’s fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

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

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and 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 this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this 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 AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BOULEVARD, HIGHLAND BEACH, FL 33487.

SECTION 40: COMPLAINT WITH SECTION F.S. 787.06. The Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Town Manager, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

[Signatures follow on next page]

CONSULTANT:

Inspire Placemaking Collective, Inc., a Florida corporation

By: _____
George Kramer, President

STATE OF _____)
COUNTY OF _____)

Subscribed before me by means of [] physical presence or [] online notarization, this _____ this _____ day of _____, 2024, by George Kramer as President of Inspire Placemaking Collective, Inc., a company authorized to do business in the State of Florida, [] who is personally known to me or [] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Inspire Placemaking Collective, Inc. to the same.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

TOWN OF HIGHLAND BEACH

By: _____
Natasha Moore, Mayor

ATTEST:

Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

Exhibit "A"
Rate Sheet

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$200.00 to \$350.00
Project Manager	\$165.00 to \$225.00
Deputy Project Manager	\$130.00 to \$165.00
Senior Landscape Architect/Senior Planner	\$145.00 to \$210.00
Senior Graphic Designer	\$135.00 to \$185.00
Landscape Architect/Urban Designer/Planner	\$100.00 to \$165.00
Landscape Designer/Planning Technician	\$90.00 to \$130.00
Graphic Designer	\$70.00 to \$90.00
Administrative	\$55.00 to \$85.00

File Attachments for Item:

B. Approve and authorize the Mayor to execute a professional services agreement between Projected Point, Inc. and the Town of Highland Beach for outsourced finance director services.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 11/19/2024

SUBMITTED BY: Marshall Labadie, Town Manager

SUBJECT: Professional Services Agreement Between Projected Point, Inc. and the Town of Highland Beach for Outsourced Finance Director Services.

SUMMARY:

Mr. David DiLena, Finance Director, has experienced a significant change in life and will be relocating his permanent residence to the west side of the state. Despite this move, Mr. DiLena has expressed his desire to continue serving in his capacity as Finance Director, but in a modified role via a contract with his firm, Projected Point.

As part of this transition, Mr. DiLena will continue to oversee the Finance Department's operations remotely, ensuring that there is no disruption in services or continuity. He will attend key meetings in person as needed, but otherwise manage day-to-day responsibilities and provide support remotely.

Staff are supportive of this arrangement, as it allows us to retain Mr. DiLena's expertise and leadership while maintaining a seamless workflow in the Finance Department.

FISCAL IMPACT:

Reduction to personnel expense.

ATTACHMENTS:

Professional Services Agreement between Project Point, Inc. and the Town of Highland Beach for Outsourced Finance Director Services.

2024 Proposal from Projected Point, Inc. for Outsourced Finance Director Services.

RECOMMENDATION:

Approval of Professional Services Agreement between Project Point, Inc. and the Town of Highland Beach for Outsourced Finance Director Services.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the **Town of Highland Beach**, Florida, a Florida municipal corporation ("Town"), with its office located at 3614 S. Ocean Boulevard, Florida 33487 and **Projected Point, Inc.**, a Florida corporation ("Consultant"), with a mailing address of 17105 Crowley Avenue, Port Charlotte, FL 33954.

RECITALS

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

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding outsourced Finance Director services in accordance with this Agreement; and

WHEREAS, the Consultant has the experience and skills necessary and desires to provide such professional services in accordance with this Agreement; and

WHEREAS, pursuant to Section 33-2(c)(1) of the Town’s procurement code, the Town desires to enter into a professional services agreement with Consultant for the provision of Finance Director services; and

WHEREAS, the Town finds this Agreement serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide Finance Director services to the Town as directed by the Town Manager or designee, in accordance with Section 3.02 of the Town Charter and Section 2-54 of the Town Code of Ordinances. The general scope of the Consultant’s services is to manage and supervise the financial operations of the Town to ensure accurate, timely, and compliant financial services as set forth in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein.

SECTION 3: TERM, TIME AND TERMINATION.

- a. **Term.** The term of this Agreement shall be for an initial term of three (3) years commencing on December 2nd, 2024, and may be renewed by mutual agreement of the parties for two (2) additional one (1) year renewal terms, unless earlier terminated as stated herein. The term may be further extended by written amendment of the parties. The Town Manager has authority to approve renewals.
- b. **Annual Adjustment:** Beginning on October 1, and each October 1st thereafter, the compensation outlined in this Agreement shall be adjusted annually based on the percentage change in the Regional Consumer Price Index (CPI) for the Miami-Fort

Lauderdale-West Palm Beach MSA (Series ID: CUURS35BSA0, CUUSS35BSA0), as measured on June 1st of the respective year. The percentage increase shall never be less than three percent (3%), regardless of CPI fluctuations, and if the CPI reflects a lower percentage increase, a minimum annual increase of 3% will still apply. The adjusted compensation will take effect for the upcoming contract year beginning October 1st.

c. **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with industry standards and the Scope of Services set forth in **Exhibit A**.

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. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

e. **Termination without cause.** The Town may terminate this Agreement at any time with or without cause by giving not less than sixty days(60) written notice of termination.

f. **Termination for cause.** Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have ten (10) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within ten (10) days, then this Agreement may be terminated by notice sent by the non-breaching party to the other party at the end of the ten (10) day period.

g. **Early Termination.** If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

3. Continue and complete all parts of the services that have not been terminated.

h. **Effect of Termination.** Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination. The Town shall pay Consultant for all services performed under this Agreement through the date of termination.

i. **Termination for Non-appropriation.** Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

a. **Payments.** The Town agrees to compensate the Consultant in accordance with the rates included in the Scope of Services **Exhibit A** and incorporated herein by this reference. No reimbursable expenses shall be paid without prior approval.

b. **Invoices.** The Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same, with sufficient detail for a pre and post audit thereof. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. **Tax.** The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 5: WARRANTY/GUARANTEE. The Consultant warrants that the services provided under this Agreement will be performed to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The Town shall not be responsible for the payment of any costs or fees incurred by the Consultant for the Consultant's correction of any errors in the services performed. Promptly after receipt of notice from the Town, the Consultant shall correct all defective services and/or perform such services again at no additional expense to the Town.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act

hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at its own expense, and shall require any subconsultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. However, if the Consultant qualifies for an exemption under the Florida Workers' Compensation Law, the Consultant may be exempt from the requirement to carry Worker's Compensation Insurance. In such cases, the Consultant must provide the proper exemption documentation issued by the Florida Department of Financial Services.

b. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

c. Commercial General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

e. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that subconsultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

f. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

g. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The "Town of Highland Beach, its elected officials, officers, employees, and attorneys" shall be named as an additional insured as to Consultant's liability on policies referenced in this Section other than workers' compensation coverage. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished, and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

h. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

i. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

j. Consultant shall ensure that subconsultants used for any portion of the services maintain the same insurance as is required of the Consultant herein.

SECTION 8: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorneys fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. 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.

SECTION 9: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHETHER OR NOT CAUSED BY THE OTHER PARTY'S NEGLIGENCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing contained in this Agreement shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

SECTION 10: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: PERSONNEL. The Consultant 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 the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services. The parties agree that David DiLena will perform the work of the Consultant under this Agreement. No substitution of David DiLena may be made without prior written approval by the Town Manager.

SECTION 12: SUBCONSULTANTS. The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant's insurance coverage arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall not charge an administrative fee or surcharge on any subconsultant's services; all subconsultant costs shall be a direct pass-through cost to the Town.

SECTION 13: SUCCESSORS AND ASSIGNMENT. The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 16: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, rules and regulations including all Codes and Ordinances of the Town as amended from time to time.

SECTION 17: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The 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, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs except as required by law or by order of a court with jurisdiction.

SECTION 18: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 19: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to

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

SECTION 21: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the Consultant certifies that Consultant and its subconsultants are not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this Agreement if the Consultant is found to have submitted a false certification, or if the Consultant or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (return receipt requested), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Boulevard
Highland Beach, FL 33487

and if sent to the Consultant, shall be sent to:

Projected Point, Inc.
Attn: David M. DiLena
17105 Crowley Ave.
Port Charlotte, FL 33954

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 26: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Commission.

SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of

records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and **Exhibit A** (Scope of Services). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibit, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products of the Consultant shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant 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 Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

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

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and 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 exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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 AT THE TOWN OF HIGHLAND BEACH, ATTN: LANELDA GASKINS AT 561-278-4548, LGASKINS@HIGHLANDBEACH.US OR BY MAIL TO 3614 S. OCEAN BOULEVARD, HIGHLAND BEACH, FL 33487.

SECTION 40: PROHIBITED PREFERENCES. Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

SECTION 41: HUMAN TRAFFICKING. Consultant, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 42: NO LIEN RIGHTS. The Consultant and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

SECTION 43: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 44: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

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

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

CONSULTANT: PROJECTED POINT, INC.

David M. DiLena, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by **David M. DiLena**, as **President** of a **Projected Point, Inc.**, a Florida corporation, [] who is personally known to me or [] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and he is duly authorized to execute the foregoing instrument and bind Consultant to the same.

[Notary Seal]

Notary Signature

TOWN OF HIGHLAND BEACH

By: _____
Natasha Moore, Mayor

ATTEST:

Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

EXHIBIT A
SCOPE OF SERVICES

Scope of Services for Finance Director
Core Functions (Monthly Base Fee): \$10,938

1. Account Monitoring and Oversight – Ensuring transactions are recorded in the right place for the right time.

- o Manage and supervise the financial operations of the municipality, ensuring accurate and timely financial records.
- o Manage and supervise all accounts payable, accounts receivable, payroll, and general ledger activities.
- o Manage and supervise Utility Billing and other Charges for Services, ensuring accurate and timely postings.
- o Manage and supervise internal controls to safeguard municipal assets and ensure proper allocation of resources.
- o Manage and supervise a structured closing process with staff to ensure monthly and annual reconciliation of accounts.
- o Manage and supervise bank reconciliations and ensure timely payment of bills.
- o Manage and supervise expenditures, purchase orders, and vendor transactions are accurate and compliant with policies.
- o Manage and supervise adjustments required for Monthly, Quarterly and Annual Accruals.

2. Financial Reporting & Compliance

- o Prepare, review, and present monthly, quarterly, and annual financial statements, budget reports, and cash analysis.
- o Ensure compliance with local, state, and federal financial regulations, as well as adherence to Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) requirements.
- o Coordinate the annual external audit process, respond to auditor inquiries, and prepare audit work papers.
- o Manage and supervise the June – September budget season with Department Heads in compliance with eTRIM procedures and process. (F.S. 200.065)
- o Assist with the preparation of the Annual Comprehensive Financial Report (ACFR) to ensure timely and accurate reporting. (F.S. 129.03 & F.S. 218.32) Due within six months of year end.
- o Preparation of Public Depositor Annual Report. (F.S. 280.17(6)) Due by November 30 each year.
- o Office of Economic and Demographic Research. (F.S. 166.241(6)) Due by Oct 15 each year.
- o Local Government Financial Report. (F.S. 218.32(1)) Due by June 30 each year.
- o Unclaimed Property Report. (F.S. 717.113 & F.S. 717.117) Due by April 30 each year.
- o Single Audit Report if expends \$750,000 or more in federal or state financial assistance. (CFR Part 200 & F.S. 215.97. Due June 30 if threshold is met.
- o Draft budget presentation in relationship with Municipal goals and objectives.

- o Annual Investment Policy Certification. (F.S. 218.415(14)) Due June 30 of each year.
- o Ethics Training Requirements. 4 hours as required annually. (F.S. 112.3142) Due by July 1 each year.

Additional Services (Billed at Discounted Hourly Rate):\$100/Hr.

1. Training, Monitoring, and Coaching

- o Provide financial training for staff and municipal officials to ensure they understand key financial policies and procedures.
- o Offer ongoing monitoring and coaching to enhance staff performance and optimize financial operations.

2. Financial Analysis and Analytics

- o Conduct in-depth financial analysis, including trend analysis, cost-benefit studies, and forecasting.
- o Offer strategic financial recommendations to enhance the municipality's financial health and decision-making.

3. Software & Technology Implementations and Automation

- o Support the implementation of new financial software and automation tools to streamline and improve financial efficiency.
- o Assist in identifying technology solutions that can further enhance financial and operational workflows.

4. Board and Committee Meetings

- o Attend and present financial reports at Board of Commissioners, finance committee, and other related meetings, primarily via Zoom or Teams. In-person attendance will be based on availability, with the exception of public hearings and two annual budget presentations will be in person.
- o Provide professional guidance during financial decision-making processes.

5. Provide recommendations, support or reports on other projects as requested

Projected Point

ACCOUNTING | DATA | FINANCE | CONSULTING



2024

PROPOSAL

OUTSOURCED
FINANCE DIRECTOR
FOR
TOWN OF HIGHLAND BEACH

DATE :
October 23, 2024



Proposal for Outsourced Finance Director Services to the Town of Highland Beach

October 23, 2024

Submitted by:

Projected Point, Inc.
17105 Crowley Avenue
Port Charlotte, FL 33954
352-536-0035
ddilena@projectedpoint.com

Town of Highland Beach

Attn: Marshall Labadie, ICMA-CM
Town Manager
3614 S Ocean Blvd
Highland Beach, FL 33487

Dear Marshall,

Introduction

We are pleased to submit this proposal to provide outsourced Finance Director services to the Town of Highland Beach. Our firm specializes in municipal financial management, ensuring compliance with local, state, and federal regulations while maintaining the highest standards of accountability and transparency. We understand the importance of sound financial oversight for municipalities, and we are confident that our expertise will align with the town's needs as outlined in the Scope of Services provided.

Scope of Services

Based on the scope of services provided by the Town of Highland Beach, our proposal is structured to cover two primary categories: **Core Functions** and **Additional Services**.

Core Functions (Monthly Base Fee: \$10,938)

Our team will manage and supervise the financial operations of the municipality to ensure accurate, timely, and compliant financial activities. These include:

- **Account Monitoring and Oversight:** Ensuring all transactions are accurately recorded.
- **Supervision of Financial Operations:** This includes accounts payable, accounts receivable, payroll, utility billing, general ledger activities, and vendor transactions to ensure accuracy and policy compliance.
- **Internal Controls:** Establishing and overseeing controls to safeguard municipal assets.
- **Financial Reporting & Compliance:** We will prepare, review, and present monthly, quarterly, and annual financial statements, ensuring compliance with GAAP and GASB requirements. This includes coordinating the external audit process and responding to auditor inquiries.
- **Budget Management:** Managing the annual budget season, including collaboration with department heads and ensuring compliance with the eTRIM process.
- **Regulatory Reporting:** Ensuring timely preparation and submission of required reports such as the Annual Comprehensive Financial Report (ACFR), Public Depositor Annual Report, Local Government Financial Report, and the Single Audit Report, if applicable.

Additional Services (Discounted Hourly Rate: \$100/Hr.)

We also offer additional services to further support the financial health of Highland Beach:

- **Training, Monitoring, and Coaching:** Provide financial training for staff and officials, offer performance monitoring, and enhance financial operations.
- **Financial Analysis and Forecasting:** Conduct comprehensive financial analyses, trend studies, and offer strategic recommendations.
- **Technology Implementations:** Support the town's transition to new financial software and automation tools to optimize efficiency.
- **Board and Committee Meetings:** Attend key meetings to present financial reports and offer professional financial guidance.

Value Proposition

Our outsourced finance director's services offer the Town of Highland Beach access to expert financial management without the need to maintain a full-time staff position. By leveraging our team's experience and resources, the town can benefit from:

- **Cost Efficiency:** Competitive pricing compared to maintaining in-house staff.
 - **Current Cost & Benefits = \$230,547**
 - **Our Base Price = \$124,776**
 - **Annual Savings = \$105,771 or 46%**
- **Expertise:** A team of seasoned professionals with extensive experience in municipal finance and governmental compliance.
- **Scalability:** The flexibility to provide additional services on an as-needed basis at a discounted hourly rate.
- **Accountability:** Transparent and detailed reporting, ensuring accountability to stakeholders and regulatory bodies.

Conclusion

We are committed to helping Highland Beach maintain strong financial stewardship and compliance while providing reliable, high-quality financial oversight. Our firm's approach is proactive, collaborative, and designed to provide the town with the confidence that its financial affairs are being expertly managed.

We look forward to the opportunity to partner with you. Should you have any questions or require further details, please do not hesitate to contact us at 352-536-0035 or ddilena@projectedpoint.com.

Sincerely,



David M. DiLena
President
Projected Point, Inc.

Enclosures:

1. Detailed Scope of Services
2. Fee Schedule

Scope of Services for Finance Director

Core Functions (Monthly Base Fee): \$10,938

1. Account Monitoring and Oversight – Ensuring transactions are recorded in the right place for the right time.

- Manage and supervise the financial operations of the municipality, ensuring accurate and timely financial records.
- Manage and supervise all accounts payable, accounts receivable, payroll, and general ledger activities.
- Manage and supervise Utility Billing and other Charges for Services, ensuring accurate and timely postings.
- Manage and supervise internal controls to safeguard municipal assets and ensure proper allocation of resources.
- Manage and supervise a structured closing process with staff to ensure monthly and annual reconciliation of accounts.
- Manage and supervise bank reconciliations and ensure timely payment of bills.
- Manage and supervise expenditures, purchase orders, and vendor transactions are accurate and compliant with policies.
- Manage and supervise adjustments required for Monthly, Quarterly and Annual Accruals

2. Financial Reporting & Compliance

- Prepare, review, and present monthly, quarterly, and annual financial statements, budget reports, and cash analysis.
- Ensure compliance with local, state, and federal financial regulations, as well as adherence to Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) requirements.
- Coordinate the annual external audit process, respond to auditor inquiries, and prepare audit work papers.
- Manage and supervise the June – September budget season with Department Heads in compliance with eTRIM procedures and process. (F.S. 200.065)
- Assist with the preparation of the Annual Comprehensive Financial Report (ACFR) to ensure timely and accurate reporting. (F.S. 129.03 & F.S. 218.32) Due within six months of year end.
- Preparation of Public Depositor Annual Report. (F.S. 280.17(6)) Due by November 30 each year.

- Office of Economic and Demographic Research. (F.S. 166.241(6)) Due by Oct 15 each year.
- Local Government Financial Report. (F.S. 218.32(1)) Due by June 30 each year.
- Unclaimed Property Report. (F.S. 717.113 & F.S. 717.117) Due by April 30 each year.
- Single Audit Report if expends \$750,000 or more in federal or state financial assistance. (CFR Part 200 & F.S. 215.97. Due June 30 if threshold is met.
- Draft budget presentation in relationship with Municipal goals and objectives.
- Annual Investment Policy Certification. (F.S. 218.415(14)) Due June 30 of each year.
- Ethics Training Requirements. 4 hours as required annually. (F.S. 112.3142) Due by July 1 each year.

Additional Services (Billed at Discounted Hourly Rate):\$100/Hr.

1. Training, Monitoring, and Coaching

- Provide financial training for staff and municipal officials to ensure they understand key financial policies and procedures.
- Offer ongoing monitoring and coaching to enhance staff performance and optimize financial operations.

2. Financial Analysis and Analytics

- Conduct in-depth financial analysis, including trend analysis, cost-benefit studies, and forecasting.
- Offer strategic financial recommendations to enhance the municipality's financial health and decision-making.

3. Software & Technology Implementations and Automation

- Support the implementation of new financial software and automation tools to streamline and improve financial efficiency.
- Assist in identifying technology solutions that can further enhance financial and operational workflows.

4. Board and Committee Meetings

- Attend and present financial reports at Board of Commissioners, finance committee, and other related meetings as required.
- Provide professional guidance during financial decision-making processes.

5. Provide recommendations, support or reports on other projects as requested

Fee Schedule:

Projected Point Hourly Rate Structure	
Position	Direct Labor Rates
Principal	\$ 135.00
Manager	115.00
Senior Analyst	98.00
Analyst	84.00
Clerical & Administration	72.00
Blended Rate	\$ 119.00
Discounted Rate	\$ 100.00
Discount Rate vs Blended	-16%

File Attachments for Item:

C. Consideration of an Assigned Vehicle Program for the Police Department and authorize the Town Manager to execute all agreements related to Direct Cash Purchase with Maintenance Management Program from Enterprise Fleet Management, Inc. option and authorize the necessary budget amendments.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE November 19, 2024
SUBMITTED BY: Chief Craig Hartmann
SUBJECT: Police Assigned Vehicle Program

SUMMARY:

Overview: In our ongoing efforts to meet industry standards in law enforcement and stay competitive in the recruitment and retention of top-tier police officers, we are proposing the implementation of a Police Department Assigned Vehicle Program. The majority of police departments across the county and state already provide each sworn officer with an assigned vehicle. This program would ensure that each officer is given a vehicle to use during their shifts, as well as for commuting to and from work. The assigned vehicle would be the officer's responsibility, with the officer being the sole driver and accountable for the car's care, maintenance, and condition.

The primary benefit of an assigned vehicle program is that it increases the vehicle's lifespan by eliminating the need for "hot seating" — the practice of rotating vehicles between officers on consecutive shifts. Research shows that when a single officer is responsible for a vehicle, it is better maintained and kept in superior condition compared to a pool car. Additionally, wear and tear on the vehicle is reduced, and engine idle time is minimized, which helps extend the life of the vehicle.

Assigned vehicles also serve as a crucial operational asset during emergency situations, such as storms or large-scale deployments when all officers are called in to duty. During these events, additional marked vehicles are vital, as there are often not enough available to meet operational needs. The extra vehicles enable a more efficient response to emergency situations.

Furthermore, having an assigned vehicle streamlines an officer's shift by reducing the time spent loading, unloading, and inspecting equipment at the start and end of each shift. Without the need to perform these tasks repeatedly, officers can spend more time "in service" and focus on their duties, which increases overall productivity.

For officers, an assigned vehicle becomes their "office" for the duration of their shift. The car is set up specifically to accommodate the officer's personal and professional gear, allowing them to store and access equipment without the need to load and unload it each day.

To support this initiative, the implementation of a formal Highland Beach Police Department policy will be necessary. This policy will define the roles, responsibilities, and operational procedures for managing the assigned vehicle program.

Program: Implementation of an Assigned Vehicle Program requires the acquisition of 11 vehicles and expansion fleet management expenses (fuel, insurance, maintenance, etc.) Staff evaluated the two options for funding the eleven police department vehicles through the Enterprise Leasing Program (which includes the Maintenance & Management Program.) The two options were: (1) Full (and/or partial) Financing with Maintenance and Management Program and (2) Direct Cash Purchase with Maintenance and Management Program.

Given the essential role of reliable and well-maintained vehicles in law enforcement operations, the department seeks an optimal balance between upfront investment, ongoing costs, and operational support.

Vehicle Cost: The cost of police vehicles in terms of MSRP (Manufacturer's Suggested Retail Price) has seen a steady increase over the past five years due to several factors, including inflation, advancements in technology, and rising material costs.

The Ford Police Interceptor, one of the most popular police vehicles in the U.S., has experienced such a cost increase. For example, in 2019, the base MSRP for a Police Interceptor Utility started at around \$37,500. As of 2024, the base model is priced around \$42,000 to \$45,000, reflecting an approximate 12% to 15% increase over five years.

Selected Vehicles:

Vehicle Type	Estimated MSRP	Estimated Dealer Markup	Quantity Needed
2025 Ford Police Interceptor	\$48,817	\$5,000	9
2025 Ford F150	\$47,334	\$3,000	1
2024 Ford Explorer XLT	\$40,251	\$3,000	1

Upfit Costs: The average cost to upfit a police vehicle typically ranges from \$8,300 to \$25,200+, depending on the level of customization and equipment added. Upfitting a police vehicle involves equipping it with specialized gear necessary for law enforcement operations.

Below is a breakdown of common components and their associated costs:

Up Fit Category	Estimated Cost Range
Lighting and Sirens	\$1,500 - \$3,500
Vehicle partition	\$800 - \$1,200
Camera Systems	\$1,000 - \$5,000
Radio and Communication	\$1,500 - \$5,000
Weapon and Equipment Mounting	\$500 - \$1,500

Computer and Console Mounting	\$2,000 - \$6,000
Other Accessories	\$1,000 - \$3,000
Total	\$8,300 - \$25,200

Total Vehicle Cost Structure: We have estimated that the cost of 11 additional police vehicles with complete upfit packages would cost approximately \$820,000.

Vehicle	Cost	Dealer Markup	Upfit Cost	Total Unit Cost	Qty	Total Cost
2025 Ford Police Interceptor Utility	\$48,517	\$5,000	\$25,730	\$79,247	9	\$713,226
2025 Ford F-150 SL	\$47,334	\$3,000	\$6,500	\$56,834	1	\$56,834
2024 Ford Explorer XLT	\$40,251	\$3,000	\$6,500	\$49,751	1	\$49,751
Total					11	\$819,812

Management & Maintenance Agreements: The two agreements—Full Maintenance Agreement and Maintenance Management and Fleet Rental Agreement—both involve Enterprise Fleet Management, Inc. (EFM) but serve different purposes and cover varying responsibilities. Both agreements for service with assist the Town will the expanded fleet management duties and responsibilities.

Here are the key differences:

Full Maintenance Agreement: Primarily focuses on comprehensive maintenance coverage for vehicles. EFM is responsible for covering most of the maintenance and repair costs, excluding specific exceptions like fuel, tire replacements, or damages due to accidents

Maintenance Management and Fleet Rental Agreement: In addition to maintenance management, this agreement also includes provisions for fleet rental services. The EFM Card is used for authorizing maintenance costs and managing vehicle rentals, offering discounted rental rates for short-term vehicle needs

While both agreements manage vehicle maintenance, the Full Maintenance Agreement provides comprehensive maintenance services for leased vehicles with limited focus on rental needs, whereas the Maintenance Management and Fleet Rental Agreement offers broader management services, including both vehicle maintenance and fleet rental, with more reliance on the company for direct payments and responsibilities. Over the five (5) year program, the annual cost is estimated to be \$15,480.

Vehicle	Mgt Fee	Maint Fee	Total	Months	Qty	Total Costs
2025 Ford Police Interceptor Utility	\$118	\$6	\$124	12	9	\$13,392

2025 Ford F-150 SL	\$86	\$6	\$92	12	1	\$1,104
2024 Ford Explorer XLT	\$76	\$6	\$86	12	1	\$984
Total					11	\$15,480

Interest Rate Costs: Enterprise provided an estimated lease rate of 7.98%. In addition, Synovus Bank provided a loan rate of 4.98% for the same term of 60 months. We also assumed our saving rate based on our historical data was 5.25%. We calculated the estimated dollar variance between the two offers at various costs depending on how much the town would like to contribute to cash as follows:

Estimated Enterprise

Cost	\$	825,000	\$ 625,000	\$ 425,000
Term (mo)		60	60	60
Int Rate		7.98%	7.98%	7.98%
Int Rate (Mo)		0.67%	0.67%	0.67%
Pmt(Mo)		\$16,720	\$12,667	\$8,613
Pmt(Yr)		\$200,642	\$152,001	\$103,361
Total Int	\$	178,208	\$ 135,006	\$ 91,804

Estimated Synovus Bank

Cost	\$	825,000	\$ 625,000	\$ 425,000
Term (mo)		60	60	60
Int Rate		4.98%	4.98%	4.98%
Int Rate (Mo)		0.42%	0.42%	0.42%
Pmt(Mo)		\$15,561	\$11,789	\$8,016
Pmt(Yr)		\$186,735	\$141,466	\$96,197
Total Int	\$	108,673	\$ 82,328	\$ 55,983

\$Δ Int Cost	\$	69,535	\$ 52,678	\$ 35,821 *
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* Add'l Cost of Financing using Enterprise over the live of the period

2. Full (and/or partial) Financing with Maintenance and Management Program

Program Scenarios: We evaluated this program based on two (2) scenarios and provide an advantage/disadvantage based on the data we were provided, as follows:

1. Direct Cash Purchase with Maintenance and Management Program

Scenario	Pros	Cons
1. Direct Cash Purchase w/ Maintenance Management Program	- No interest Costs - Maintenance Management: Provides support for repairs,	- Large outlay of cash.

	<p>reducing downtime and increasing efficiency.</p> <ul style="list-style-type: none"> - Vehicle Refresh Cycle: Vehicles are replaced before major depreciation, potentially maximizing resale value. - Ownership of vehicles - Maintenance Management Program provides logistics for seamless upfit and reduced vehicle lead times on future purchases. - Cancel the Maintenance Management Program after first year. 	
<p>2. Full (and/or partial) Financing with Maintenance and Management Program</p>	<ul style="list-style-type: none"> - Lower Upfront Costs: Leasing allows vehicle acquisition with minimal initial investment, preserving cash flow. - Maintenance Included: Lease typically includes a maintenance package, reducing administrative load on the department. - Vehicle Refresh Cycle: Leasing makes it easy to upgrade to newer models, maintaining a reliable fleet. - Higher Re-Sale Value: Vehicles are replaced before major depreciation, potentially maximizing resale value. 	<ul style="list-style-type: none"> - Higher Long-Term Costs: Leasing can be more costly overtime as continuous payments are required without gaining ownership. - Interest Rates: Lease interest rates may be higher than financing rates, raising long-term costs further. - Locked into Maintenance Management Program for the duration of lease

Recommendation: Staff recommends the Direct Cash Purchase option for the acquisition additional vehicles whereby eliminating the interest cost while maximizing the Management/Maintenance of the Enterprise/Sourcwell program.

The estimated budget impact (Increase) for implementation is \$675,641. This figure Includes additional insurance, general maintenance and fuel costs as well as accounts for the \$210,000 currently budgeted for police vehicle acquisition. The revenue sources needed to cover the \$675,641 will come allocating \$461,324 of remaining ARPA dollars and transferring \$215,317 from general fund reserves. The ARPA funds can be allocated to this project as the sanitary sewer lining project will now be completed under the Clean Water Act SRF program and the ARPA funds need to

be used prior to December 2025. It is important to note that as of 11/06/2024 the FY 2023/2024 General Fund Surplus is \$992,456.

FISCAL IMPACT:

Budget Amendments:

Type	Account Number	Description	Amount	Notes
Revenues	001-310.000-389.900	Approp from Reserves	\$214,317	FY2024 Surplus
Revenues		ARPA	\$461,324	ARPA Funds
Total			\$675,641	
Expenditures	001-521.000-564.000	Mach & Equipment	\$615,000	Vehicles
Expenditures	001-521.000-534.000	Other Contractual Svcs.	\$15,637	Mgmt. & Maint.
Expenditures	001-521.000-545.000	Insurance	\$12,004	Add'l Ins.
Expenditures	001-521.000-552.400	Operating Supplies-Gas	\$18,000	Add'l Gas
Expenditures	001-521.000-546.100	Repairs & Maint.	\$15,000	Add'l Maint.
Total			\$675,641	

ATTACHMENTS:

N/A

RECOMMENDATION:

Approval of the Police Department Assigned Vehicle Program and authorizing the Town Manager to execute all agreements related to Direct Cash Purchase with Maintenance Management Program from Enterprise Fleet Management, Inc option and authorizing the necessary budget amendments.

Additional Information for Item 10.C. – Assigned Vehicle Program
11/19/2024 Town Commission Meeting



November 18, 2024

Highland Beach Town Commission,

The Highland Beach Police and Fire Foundation is an IRS-approved 501(c)(3) organization that exists to enhance the operations and services of the Town's Police and Fire Departments for the benefit of its residents.

At a recent Foundation Board meeting, the Directors discussed the proposed Police Assigned Vehicle Program and unanimously agreed that there was significant value to the Town in general and for recruiting and retaining our Police Officers in particular.

The Board recognizes the challenges all law enforcement faces with recruiting and retaining qualified professionals. We commend our Police Department for working to make Highland Beach the "Preferred Employer" in the selection and appointment of the best Police Officers a top priority.

The Highland Beach Police and Fire Foundation supports and endorses the implementation of the Assigned Police Vehicle Program, and thanks the Town Commission and the Town Manager for their consistent leadership in the commitment to "Excellence" when it comes to the Public Safety service for our Highland Beach community.

Regards,

A handwritten signature in blue ink that reads "Jason Chudnofsky".

*Jason Chudnofsky, Chairman
Highland Beach Police and Fire Foundation*

File Attachments for Item:

D. Fiscal Year 2024-2025 Strategic Priorities Plan Update and Review



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE November 19, 2024
SUBMITTED BY: Town Manager's Office
SUBJECT: Fiscal Year (FY) 2024-2025 Strategic Priorities Plan Update and Review

SUMMARY:

At the beginning of each fiscal year, the Town Commission reviews the Strategic Priorities Plan to discuss the current statuses of projects and initiatives. Enclosed please find the FY 2024-2025 Strategic Priorities Plan including a separate document containing the FY 2024-2025 Strategic Priorities: Ranked and Un-Ranked Project List. During the discussion, the Commission will add any new projects and begin to prioritize the projects for the upcoming year.

FISCAL IMPACT:

N/A

ATTACHMENTS:

TOHB 2024 Strategic Priorities Plan (November 19, 2024)
FY 2024-2025 Strategic Priorities: Ranked & Un-Ranked Project List

RECOMMENDATION:

Commission review and discussion.

FY 2024-2025 Strategic Priorities: Ranked & Un-Ranked Project List

SP 2: Milani Park

Description: Continue to work with Palm Beach County Administration and Parks and Recreation Department along with County Commissioners on the future development of Milani Park. Milani Park is governed by a settlement agreement that stipulates design of the park and the timing of construction. The county has one more 5-year extension.

Progress: Contract compliance review is ongoing. An archaeologist to assist with cultural resource review has been secured.

SP 4: Communication & Community Engagement

Description: Actively communicate with the public through multiple mediums and platforms to ensure the community receives timely value-added communications regarding town business and affairs. Also, plan community events.

Progress: Ongoing. The Manager's Office sends out a weekly news flash, the Manager's Monthly Newsletter (emailed and mailed), updates Channel 99, and regular updates to Facebook. The Manager's Office is evaluating the value of using polls, surveys and other social media platforms. Website use and navigation to be evaluated to improve user experience.

SP 5: State Appropriations

Description: Requests for state financial assistance for capital improvement and planning projects. Annually evaluate town operations and capital improvement plan for opportunities for appropriation requests and/or grants.

Progress: FY 2025 Appropriation requests to be discussed with Lobbyist November/December 2024.

SP 6: A1A Highway RRR Project

Description: Partner with FDOT to ensure the road rehabilitation and resurfacing (RRR) project is completed with limited and controlled disruptions to the community. The project includes needed drainage improvements, paved shoulder enhancements to accommodate cyclists and embedded crosswalk lighting.

Progress: Under Construction. Target completion date June 2025.

SP 7: Charter Review/Amendments (Annual Review)

Description: Annual review and consideration of necessary charter revisions and/or amendments to ensure effective and efficient town operations consistent with best management practices. This project also involves evaluation of the previous charter amendments.

Progress: Commission discussion Fall 2024/Winter 2025.

SP 8: Town Entry Signs (A1A)

Description: The two existing town entry signs have deteriorated and need to be replaced.

Progress: Signs have been constructed. Awaiting installation.

SP 9: Marine Accessory Structures Ordinance Amendment(s)

Description: Conduct an in-depth review of all ordinance provisions related to the installation and construction of marine accessory structures to ensure they are appropriate for waterfront property owners. The review shall include a public engagement process. The project is being facilitated by the Planning Board, ordinance sponsor and staff at the direction of the Town Commission.

Progress: Commission reviewed ordinance language (September 2024) then directed approved ordinance revisions to Planning Board for formal review and recommendation (November/December 2024.)

SP 10: Dune Restoration & Management

Description: The Town Commission assigned the Natural Resource Preservation Advisory Board (NRPAB) to work with staff to educate the public on the importance of dune restoration and management.

Progress: The updated the 2013 Beach Feasibility Study completed. Natural Resource Advisory Board educating the public on the results.

SP 11: Old Fire Station

Description: Consider the rehabilitation of the Old Fire Station to not only store back-up apparatus and equipment for the Fire Rescue department but also create useful and beautiful multi-purpose space for community functions.

Progress: Preliminary design concepts and structural evaluation of old fire station completed. Project in value engineering and costs estimation phase.

SP 12: Financial Management Systems

Description: The Finance Department in partnership with the Manager’s Office is updating the town’s investment policy and the 5-year Financial Forecast Model.

Progress: The updates scheduled Fall 2024/Winter 2025

SP 13: Public Record Digitization/Management Project

Description: This project is the digitization of historical, hard copy records and documents.

Progress: Seventy-five thousand (75,000) records digitized to date and the goal is to digitize all historical records by end of 2024 and create a policy governing record management moving forward. Policy is drafted and under administrative review.

SP 14: Evaluate Ordinance Development Process

Description: Consider reviewing the current ordinance development procedure to ensure it is the most efficient and effective means of addressing community problems and challenges and engages the residents.

Progress: No progress to date. Preparing discussion for future Commission meeting Fall 2024/Winter 2025.

SP 15: Home Occupation Ordinance Provisions

Description: House Bill 403 which became effective July 1, 2021, prohibits local governments from taking certain actions relating to the licensure and regulation of home-based businesses, specifies conditions under which a business is considered a home-based business, authorizes home-based businesses to operate in areas zoned for residential use if the business meets certain criteria, specifies that home-based businesses are subject to certain business taxes and

authorizes adversely affected current or prospective home-based business owners to challenge certain local government actions in violation of the statute.

The current “home occupation” regulations provided in Chapter 30 need to be revised to be compliant with Florida Statutes.

Progress: Town Commission reviewed draft ordinance concepts and directed Planning Board to conduct public review and make recommendations.

SP 16: Zoning District Evaluation (*Density*)

Description: The Town Commission has directed to the Planning Board to commence a public review process of the permitted zoning densities of each zoning district within the town to see if it is appropriate to revise to preserve town character, accommodate redevelopment and protect property values.

Progress: The Planning Board has commenced its discussion of the public engagement process. The Commission has suspended further review pending Milani Park Project and “Live Local” legislative modifications. No other progress.

SP 17: Temporary Sign Ordinance Review

Description: The Town Commission has directed staff to update the ordinance provisions related to temporary signs with a focus on political signs and real estate signs.

Progress: No Progress.

SP 18: Intracoastal Waterway (*Speed Control*)

Description: Community concerns exist regarding the safety of the intracoastal waterway, and the town needs to take an active role in its management.

Progress: Ongoing. The Marine Unit of the Police Department started in March of 2022 to improve boater safety by enforcing existing speeds, educating boaters, and heightening intracoastal presence. The police department will collect data and information that can be utilized by all stakeholders in the future to lower speeds and wakes in the intracoastal. The town will continue to meet with our neighboring communities and stakeholders to form partnerships to manage this critical resource.

SP 19: Gas-Powered Leaf Blower Regulations

Description: Community concern has surfaced over the continued use of gas-powered leaf blowers within the community based on noise, pollution, and personal health.

Progress: No progress.

New Projects & Initiatives (Unranked):

Preferred Employer Program

Description: The Town Manager’s Office, in collaboration with the Town Commission, will design and implement a comprehensive compensation, workplace, and benefits program. This initiative aims to attract and retain high-quality employees who excel in teamwork and are committed to delivering exceptional municipal services and public safety.

Progress: Ongoing with annual budget.

Police Marine Docking/Access Facility

Description: The project involves the design and construction of a marine docking facility to support the Police Department's patrol and rescue vessel. The facility will be situated at the western end of the Town Hall complex, behind the library. To offset project costs, the Town will actively seek grants and appropriations.

Progress: The Police Department has secured the FIND Grant (50% cost share) for the design portion of the project. The Town Manager's Office and Police Department will pursue grants/appropriations for construction.

Police Assigned Vehicle Program

Description: To enhance the recruitment and retention of high-quality police officers and remain competitive with neighboring agencies, the Town Commission has directed the Town Manager's Office, in collaboration with the Police Department, to develop an assigned vehicle program. The project will also involve exploring and assessing various financing options.

Progress: The Police Chief and Town Manager have engaged in initial, individual conversations with the Town Commission on the program elements. The Finance Director has been directed to evaluate the financing options.

Electric Vehicle Protocols (Fire Safety)

Description: In response to the increasing use of electric vehicles and other battery-powered modes of transport, the Town Commission has tasked the Fire Department, in collaboration with Condominium Associations, with developing fire safety guidelines for vehicle charging and rechargeable battery storage. These guidelines will aim to ensure safe practices and reduce fire risks within the community. The guidelines will be accompanied by a public outreach campaign.

Progress: Guidelines developed by Highlands Place Condominium and Vice Mayor Stern and will be used as template for other groups. Outreach pending.

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Progress: Preliminary design concepts developed and shared independently with Commissioners. Value engineering and cost estimation phase has commenced.

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Progress: Staff has reached out to the State of Florida SRF Program. This project cannot start construction until FDOT has completed the A1A Resurfacing Project.

Comprehensive Plan Update

Description: Pursuant to state law, local governments are required to periodically update their Comprehensive Plan. The Town's comprehensive plan functions as a roadmap for a community's future growth and development, encompassing principles, guidelines, standards, and strategies to ensure

orderly economic, social, physical, environmental, and fiscal growth. It captures the community's commitment to implementing sustainable, balanced development initiatives through detailed sections, which often include goals, objectives, and policies. These sections outline how the local government's programs, activities, and land development regulations will align with and promote the plan in a cohesive and consistent manner

Progress: The Town Planner along with the Town Manager's Office has engaged a consultant to assist with our Comprehensive Plan update. Initial internal staff meetings have commenced and will be followed by a Commission and public engagement and approval process.



**TOWN OF HIGHLAND BEACH
FY 2024/2025 STRATEGIC PRIORITIES PLAN**

November 19, 2024

(This is a working document)

OUR VISION:

The Town of Highland Beach is a beautiful safe harbor in paradise whose residents never leave.

OUR MISSION:

To provide exceptional governance and municipal services, in partnership with our residents, in a fiscally responsible manner with an emphasis on planning for the future.

OUR MOTTO:

“3 Miles of Paradise”

OUR VALUES:

Help citizens live a better life by providing a safe and secure community.

Inclusiveness – we respect people, value diversity and are committed to equality.

Give exceptional citizen service.

Honor public trust through ethical behavior, transparency and servant leadership.

Lead with integrity at every level.

Assure fiscal responsibility and accountability.

Nurture and respect our natural environment.

Deliver services through collaborated efforts and coordinated actions.

STRATEGIC PRIORITIES

This strategic priority plan identifies ranked community projects and initiatives within four (4) operational categories. These projects and initiatives are classified as “Commenced” and “Planned” based on their implementation status and/or schedule. The strategic priority plan is a dynamic and simple document that serves as a decision-making tool to be updated on a quarterly basis via reports to the Town Commission. The strategic priorities are worked on concurrently by the assigned departments and staff with the ranking driving resource allocation. The plan is intrinsically linked to the annual operating budget which commits funds to complete the projects and initiatives identified. Completing a project and/or initiative leads to attaining the operational category goal for each and leads to fulfilling the mission and vision of the Town.

Organizational Excellence

Strengthen the Town’s ability to strategically, and effectively, deliver municipal services in a fiscally responsible, collaborative, inclusive and innovative manner.

Projects/Initiatives:

SP 4: Communication & Community Engagement

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Progress: Seventy-five thousand (75,000) records digitized to date and the goal is to digitize all historical records by end of 2024 and create a policy governing record management moving forward. Policy is drafted and under administrative review.

Departments:

Town Manager's Office
Highland Beach Fire Rescue Department
Finance Department
Clerks' Office
IT Consultant

Advisory Board(s):

Financial Advisory Board

Public Infrastructure & Resiliency

Ensure that Town managed and maintained facilities, infrastructure and public places are afforded appropriate attention, maintenance, repairs, and upgrades.

Projects/Initiatives:

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Progress: The Planning Board has commenced its discussion of the public engagement process. The Commission has suspended further review pending Milani Park Project and “Live Local” legislative modifications. No other progress.

Departments:

Highland Beach Fire Rescue Department
Public Works Department
Town Planner
Town Manager’s Office
Finance Department

Advisory Board(s):

Financial Advisory Board
Planning Board

Community Safety

Proactively plan for and responsively maintain a safe and resilient community focused on visibility, awareness and care for residents and visitors.

Projects/Initiatives:

SP 11: Old Fire Station

Description: Consider the rehabilitation of the Old Fire Station to not only store back-up apparatus and equipment for the Fire Rescue department but also create useful and beautiful multi-purpose space for community functions.

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Progress: No Progress.

Departments:

Police Department
Building Department/Code Enforcement
Town Planner
Highland Beach Fire Rescue Department
Town Manager’s Office

Advisory Board(s)/Community Support Group(s):

Planning Board
Board of Appeals and Adjustments
Code Enforcement Board
Highland Beach Police Foundation

Community Enrichment & Sustainability

Recognize the vital role Highland Beach’s natural resources play in a healthy community and implement projects and policies that sustain them. Support residents’ desire for community services and programs that enhance personal growth, knowledge and quality of life.

Projects/Initiatives:

SP 2: Milani Park

Description: Continue to work with Palm Beach County Administration and Parks and Recreation Department along with County Commissioners on the future development of Milani Park. Milani Park is governed by a settlement agreement that stipulates design of the park and the timing of construction. The county has one more 5-year extension.

Progress: Contract compliance review is ongoing. An archaeologist to assist with cultural resource review has been secured.

SP 10: Dune Restoration & Management

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Progress: The updated the 2013 Beach Feasibility Study completed. Natural Resource Advisory Board educating the public on the results.

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Departments:

Town Planner
Highland Beach Library
Town Manager’s Office

Advisory Board(s)/Community Support Groups:

Natural Resources Preservation Advisory Board
Planning Board
Friends of the Library
Library Volunteers

Emerging Issues

The following emerging issues may require action by the community in the short-term planning horizon resulting in the creation of a new project/initiative or require re-prioritization of existing projects/initiatives.

The emerging issues include:

- Aging/Underbuilt Infrastructure, Facilities & Structures
- A1A Drainage/Flooding Issues
- Climate Change/Sea Level Rise effect upon Intracoastal Waterways
- Outdated Management Systems
- American Disabilities Act (ADA) Requirements
- Inflation/Recessionary Concerns
- Property Insurance
- Affordability/Cost of Living

New Projects & Initiatives (Unranked):

Preferred Employer Program

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Progress: The Town Planner along with the Town Manager's Office has engaged a consultant to assist with our Comprehensive Plan update. Initial internal staff meetings have commenced and will be followed by a Commission and public engagement and approval process.

Action Planning:

The successful implementation of the projects and initiatives defined in the strategic priorities plan is contingent upon the development of an action plan. The action plan must provide clear directions with the ordered tasks/steps needed with target completion dates along with resources needed to complete the project. The plan shall identify those responsible for completing the steps and tasks and monitoring the progress of the project.

As a project or initiative identified in the Strategic Priorities Plan moves from the "Planned" stage to "Commenced" stage, an action plan will be created by the assigned department. The action plan shall include:

- A well-defined description of the project/initiative to be completed; and,
- Tasks/steps that need to be carried out to complete the project/initiative; and,
- Department/Employee who will be in charge of carrying out each task; and,
- When will these tasks be completed (deadlines and milestones); and,
- Resources needed to complete the tasks; and,
- Measures to evaluate progress.

The assigned department shall forward its action plan to the Town Manager for review and approval. Once approved, the action plan will be posted on the Town website and will be updated monthly. It is important to note that some projects may require a more complex action plan based on the scope of the project/initiative. The *Action Plan Template* is attached for reference.

Strategic Priorities: Completed Projects & Initiatives List

Fiscal Year 2020

1. PBA Collective Bargaining Agreement 2020 - 2023
2. FOP Collective Bargaining/General Employees 2020-2023
3. Sanitary Sewer Collection System Evaluation -- CCTV
4. FY 2020-2025 Water & Sewer Rate Study
5. Crosswalk Enhancement Project – Pedestrian Activated Signs/Flashers
6. Install ERP IT System: BS&A Modules Permitting, GL, Fixed Assets, Cash Receipting, AP/AR, PO, Utility Billing
7. Define Purchasing/AP/AR Process, Roles & Responsibilities
8. Update Building Administrative Code Section -- 7th Edition of Florida Building Code:
9. Complete Salary Table & Job Description Update
10. Implement Geographic Information System (GIS) & Expand Capacity
11. Southeast Palm Beach County Coastal Resiliency Partnership & Climate Vulnerability Assessment
12. Bucket Tree Pilot Program

Fiscal Year 2021

1. Charter Review Process
2. Study Alternate Fire Rescue Service Models
3. Building Recertification Ordinance/Program
4. Crosswalk Enhancement Project – Overhead Lighting
5. Police Department – Marine Unit Formation
6. As-built drawing for Municipal Complex project
7. Right-of-Way (ROW) Disruption Ordinance
8. Town Hall Building Improvements
9. Fire Rescue Services Implementation
PR Campaign, Retain Fire Rescue Services Consultants; Retain Medical Director and Assistant Medical Director; Election; Retain architect for fire station design; Commenced fire station design process; Development of Medical Protocols; EMS vehicle selection; Execution of fire services dispatch agreement; Preparation of COCPN and State EMS application documents.
10. FY 2020-2025 Water & Sewer Rate Study Update

Fiscal Year 2022

1. Veterans' tab on Town's website
2. Police Department Accreditation (incl. Marine Unit)
3. Fund Balance Guidelines/Policy Revision
4. Property Rights Element – Comprehensive Plan Update
5. Building Permit Discount

Fiscal Year 2023

1. PBA Collective Bargaining Agreement FY 2023 – 2026
2. FOP Collective Bargaining (General Employees) FY 2023-2026
3. FY 2023 Appropriation Received: \$250,000 for Lift Station No. 2 Rehabilitation
4. 5-year financial forecast model completed (Updated Annually)
5. Purchasing Policy Update
6. Interactive Budget Posted on Website (Updated Annually)

7. Solid Waste Contract: FY 2023 -FY 2028 (w/ 2 one-year renewals)
8. Sprint/T-Mobile Cellular Lease Renewal (25-year Agreement based on a 5-year renewal periods)
9. Adopted Sea Turtle Lighting Ordinance
10. Updated Building Recertification Program (compliant with state statute)

Fiscal Year 2024

1. FY 2024 Appropriation Received: \$250,000 for Lift Station No. 3 Rehabilitation.
2. March 2024 Ballot Questions Approved: (1) Financing a Sanitary Sewer Lining Rehabilitation Project, (2) Raising the Current Funding Limitation, and (3) Ability to Designate Election Canvassing Duties to Palm Beach County.
3. Fire Station Construction
4. Fire Rescue Department Implementation
5. Mutual Aid Agreement with the City of Boca Raton
6. Code Enforcement Process Modified to Incorporate Special Magistrate
7. TOHB Beach Restoration Feasibility Study January 2024.