



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, August 15, 2023 AT 1:30 PM

**LIBRARY COMMUNITY ROOM, 3618 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
Glen J. Torcivia**

**Town Manager
Town Clerk
Town Attorney**

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

A. Palm Beach County Supervisor of Elections Wendy Sartory Link Presentation

B. Resolution No. 2023-018

A Resolution of the Town Commission of the Town of Highland Beach, Florida, recognizing the Late Honorable Mayor Bernard Featherman for having served with distinction as a Commissioner of the Town of Highland Beach from March 11, 2011 through March 23, 2017.

- 6. PUBLIC COMMENTS**

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

7. ANNOUNCEMENTS**Board Vacancies**

Board of Adjustment and Appeals

Two (2) vacancies, all for three-year terms and

One (1) vacancy for an unexpired term ending September 21, 2024

Meetings and Events

August 15, 2023	1:30 PM	Town Commission Meeting
August 24, 2023	1:30 P.M.	Town Commission Special Meeting
August 30, 2023	11:00 A.M.	Natural Resources Preservation Advisory Board Regular Meeting
September 05, 2023	1:30 P.M.	Town Commission Meeting
September 05, 2023	5:01 P.M.	Town Commission First Public Hearing Budget Meeting

Board Action Report

None.

8. ORDINANCES (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. None.

9. 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.** Approval of Meeting Minutes

August 1, 2023 Town Commission Meeting Minutes

B. Approve and authorize the Mayor to execute a Professional Services Agreement with GFA International, Inc. dba Universal Engineering Services for the building inspections, plan review, code enforcement inspections and building official services for the Building Department according to the City of Lake Worth Beach Request for Proposal (RFP) #22-204.

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

A. Fire Rescue Implementation Update

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

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

A. Responsibilities and activities of the Canvassing Board

B. Approve and authorize the Town Manager to execute an Intergovernmental Agreement with the South Central Planning and Development Commission (SCPDC) for a government management software module collectively called MyGovernmentOnline (MGO) software.

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

13. TOWN ATTORNEY'S REPORT

A. Senate Bill 774 (Form 6) New Financial Disclosure Requirements for Local Officials Presentation

14. TOWN MANAGER'S REPORT

15. ADJOURNMENT

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

B. Resolution No. 2023-018

A Resolution of the Town Commission of the Town of Highland Beach, Florida, recognizing the Late Honorable Mayor Bernard Featherman for having served with distinction as a Commissioner of the Town of Highland Beach from March 11, 2011 through March 23, 2017.



RESOLUTION NO. 2023-018

A RESOLUTION OF THE TOWN COMMISSION OF HIGHLAND BEACH, FLORIDA, RECOGNIZING THE LATE HONORABLE MAYOR BERNARD FEATHERMAN FOR HAVING SERVED WITH DISTINCTION AS A COMMISSIONER OF THE TOWN OF HIGHLAND BEACH FROM MARCH 11, 2011, THROUGH MARCH 23, 2017.

WHEREAS, the Town Commission of the Town of Highland Beach serves as the legislative body of the governmental agency; and

WHEREAS, the Town of Highland Beach takes the time to recognize its legislative officials in times of bereavement; and

WHEREAS, Bernard Featherman has been a resident of the Town of Highland Beach for the past 14 years; and

WHEREAS, Mr. Featherman was elected to the Office of Mayor-Commissioner by Highland Beach electors on March 08, 2011, and

WHEREAS, in March of 2014, Mr. Featherman ran unopposed for the same seat and was declared the winner for the Office of Mayor-Commissioner; and

WHEREAS, the members of the Town Commission of the Town of Highland Beach, staff, employees and residents express their deepest sympathy and condolences to the family of the late Bernard Featherman.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF HIGHLAND BEACH, that Bernard Featherman, Mayor of the Town of Highland Beach, is hereby recognized for his dedication and outstanding service to the entire Highland Beach community.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this _____ day of _____, 2023.

ATTEST:

Natasha Moore, Mayor

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

Mayor Natasha Moore

Vice Mayor David Stern

Commissioner Evalyn David

Commissioner Donald Peters

Commissioner Judith Goldberg

YES NO

File Attachments for Item:

A. August 1, 2023 Town Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

LIBRARY COMMUNITY ROOM,
3618 S. OCEAN BLVD.
HIGHLAND BEACH, FL

Date: August 01, 2023
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Judith Goldberg
Commissioner Donald Peters
Commissioner Evalyn David
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Glen Torcivia
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. APPROVAL OF THE AGENDA

MOTION: David/Stern - Moved to approve the agenda as presented, which passed unanimously 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

A. Resolution No. 2023-015

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

Mayor Moore read the title of Resolution No. 2023-015. She introduced applicant Kenneth Shriberg.

Mr. Shriberg, applicant, provided a brief introduction of himself including his involvement with his condominium association, his educational and professional experiences, and his interest in sea turtles.

Mr. Allen Blumberg, applicant, provided background information about his experiences, PhD in Ocean Physics, and his interest in beach erosion.

The Town Commission interviewed applicants Kenneth Shriberg and Alan Blumberg followed by a motion.

MOTION: David/Goldberg - Moved to approve Resolution No. 2023-15, which passed unanimously 5 to 0.

6. PUBLIC COMMENTS

There were no public comments.

7. ANNOUNCEMENTS

Mayor Moore read the announcements as follows:

Board Vacancies

Board of Adjustment and Appeals

Two (2) vacancies, all for three-year terms and

One (1) vacancy for an unexpired term ending September 21, 2024

Meetings and Events

August 08, 2023 1:00 P.M.

Code Enforcement Board Regular Meeting

August 10, 2023 9:30 A.M.

Planning Board Regular Meeting

August 15, 2023 1:30 PM

Town Commission Meeting

Board Action Report

Financial Advisory Board Workshop Meeting of July 27 - Board Member Richard Greenwald

Board Member Richard Greenwald provided an update on the July 27, 2023, Financial Advisory Board Meeting. He spoke about the presentations and indicated that they were well-polished and well-received. Eric Marmer presented a revised Purchasing Policy at the meeting and there were no major concerns from the members.

8. ORDINANCES

A. Fire Code Proposed Ordinance

An ordinance of the Town of Highland Beach, Florida, adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

Mayor Moore read the title of the Fire Code Proposed Ordinance. This was the first reading of the proposed ordinance.

Fire Chief Welhalf and the Town Commission discussed the liability insurance related to Sec. 9.31 - Fireworks, pyrotechnic special effects, flame effects, Sec. 9-32. Public Safety Radio Communication System of the Fire Code Proposed Ordinance, and standards on lightning protection.

MOTION: David/Stern - Moved to approve the Fire Code Proposed Ordinance as presented. Upon roll call: Commissioner David (Yes); Vice Mayor Stern (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

9. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.)

A. July 18, 2023 Town Commission Meeting Minutes

B. Approve and authorize Town Staff to purchase the 3M™ Scott™ Air-Pak X3 Pro Self-Contained Breathing Device (SCBA) from Fisher Scientific in an amount of \$219,454.56 for Fire Station #116 in accordance with Lake County Contract, 22-730C.

MOTION: David/Peters - Moved to approve the Consent Agenda as presented, which passed unanimously 5 to 0.

10. UNFINISHED BUSINESS

A. Fire Rescue Implementation Update

Mayor Moore read the title of Item 10.A.

Fire Chief Glenn Joseph provided an update on the following:

The construction slab has been moved to August 2, the ADA ramp will be installed on Thursday in Town Hall, cylinder block and steel will be delivered.

Recruiting process: 11 candidates have been sent letters for Captain interviews, 34 applicants have applied for firefighter paramedic, and 11 have applied for firefighter drivers.

There have been three direct buy purchases to date to lower construction costs.

The project is on time and there is a new permanent onsite superintendent.

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

Mayor Moore read the title of Item 10.B.

Town Manager Labadie mentioned that FDOT is working out details on utility work with the Public Works Department. There is not a date set for the public construction meeting yet.

- 1. Approve and authorize the Mayor to execute an agreement with the State of Florida Department of Transportation (FDOT) in the amount of \$126,140.00 for the paving and expansion of State Road A1A.**

Mayor Moore read the title Item 10.B.1.

Pat Roman, Public Works Director, presented this item.

MOTION: David/Stern - Moved to approve and authorize the Mayor to execute an agreement with the State of Florida Department of Transportation (FDOT) in the amount of \$126,140.00 for the paving and expansion of State Road A1A.

C. Fiscal Year 2023-2023 Proposed Budget Recap Update

Mayor Moore read the title of Item 10.C.

Town Manager Labadie mentioned that the employee health insurance will be changed to Florida Blue Cross Blue Shield and there will be no additional costs.

Finance Director David DiLena gave a brief update on the proposed budget and will provide further information at a future meeting.

There was discussion about the millage rate in regard to saving for future projects.

11. NEW BUSINESS

A. Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 3805 South Ocean Boulevard

Mayor Moore read the title of Item 11.A. followed by Town Planner Allen who presented the item.

Mayor Moore opened the item for public comments.

There were no public comments.

MOTION: David/Goldberg - Moved to approve the Right-of-Way permit for the property located at 3805 South Ocean Boulevard, which passed unanimously 5 to 0.

B. Resolution No. 2023-016

A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute Amendment Number Six (6) to the State of Florida Department of Transportation (FDOT) District Four (4) Landscape Inclusive Memorandum of Agreement on behalf of the Town of Highland Beach, Florida and providing for an effective date.

Mayor Moore read the title of Resolution No. 2023-016, followed by Town Planner Allen who presented the item.

MOTION: David/Goldberg - Moved to approve Resolution No. 2023-016 as presented, which passed unanimously 5 to 0.

C. Resolution No. 2023-017

A Resolution of the Town Commission of the Town of Highland Beach, Florida, approving a Declaration of Unity of Title submitted by Gunther K. Buerman and Margaretha Buerman for the properties located at 4015 South Ocean Boulevard and 4019 South Ocean Boulevard; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2023-017, followed by Town Planner Allen who presenting the item.

Mayor Moore opened the item for public comment.

Kristy Armada, the property attorney from Olive Judd Attorneys, provided comments on this item in regard to building a single-family home.

MOTION: David/Goldberg - Moved to approve Resolution No. 2023-017 as presented. Upon roll call: Commissioner David (Yes);

Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

D. Clarification on Section 106.113, Florida Statutes, regarding educational campaign for upcoming referendum questions.

Town Attorney Glen Torcivia presented this item and explained the legal opinion outlining what actions the Town may take to engage the community on upcoming projects that may require referendums.

There was discussion between the Town Commission and Town Attorney Torcivia about what is permissible in regard to referendum questions.

E. Consideration of Proposed Amendment No.5 to Tower Siting Lease Agreement between the Town of Highland Beach and Sprint/T-Mobile

Mayor Moore read the title of Item 11.D., followed by Assistant Town Manager Terisha Cuebas who presented this item. She briefly reviewed the proposal and asked the Board for guidance.

There was extensive discussion about the proposal in regard to costs, length of the agreement, cancelation terms, and similar agreements in surrounding areas. Town Manager Labadie and Town Attorney Torcivia will reevaluate the contract. Attorney Torcivia suggested a five-year period. The agreement will be presented to the Town Commission at a future meeting.

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg thanked everyone for appearing at the meeting today and commented on the Florida League of Cities Meeting that was on July 26, 2023.

Commissioner Donald Peters thanked the new Natural Resources Board Members and Richard Greenwald for his FAB update.

Commissioner Evalyn David had no comments.

Vice Mayor David Stern congratulated the new members and inquired about the stop sign near Delray Sands Hotel.

Town Manager Labadie said he would look into it.

Mayor Natasha Moore had no comments.

13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia acknowledged Lanelda Gaskins, Town Clerk, for her hard work in putting together and presenting the election workshop.

14. TOWN MANAGER'S REPORT

Town Manager Labadie had no comments.

15. ADJOURNMENT

The meeting was adjourned at 4:09 P.M.

APPROVED: August 15, 2023, Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

Transcribed by
Jaclyn DeHart and Lanelda Gaskins

Lanelda Gaskins, MMC
Town Clerk

08/15/2023
Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.

File Attachments for Item:

B. Approve and authorize the Mayor to execute a Professional Services Agreement with GFA International, Inc. dba Universal Engineering Services for the building inspections, plan review, code enforcement inspections and building official services for the Building Department according to the City of Lake Worth Beach Request for Proposal (RFP) #22-204.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE *August 15, 2023*
SUBMITTED BY: Jeff Remas, Building Department
SUBJECT: Universal Engineering Service UES Contract

SUMMARY:

We're expanding our building department's capabilities by bringing in sub-contractor UES. This move addresses the limitations of relying on a single agency, providing us with a wider pool of qualified inspectors and plans examiners. This enhancement ensures better coverage during emergencies and peak periods.

FISCAL IMPACT:

No fiscal impact

ATTACHMENTS:

UES Contract, Lake Worth Contract

RECOMMENDATION:

Staff recommends approval of this consent item to help diversify and grow our inspection and plan review sub-contractors



Proposal Response

PLAN REVIEW & INSPECTION SERVICES

TOWN OF HIGHLAND BEACH



Grounded in Excellence

Date: August 3, 2023

Attention: Town of Highland Beach
Building Department
Mr. Jeff Remas - Building Official
3614 S Ocean Boulevard
Highland Beach, FL 33487

Reference: Proposal Request - Plan Review Services

Dear Mr. Remas:

GFA International, Inc., (GFA) dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to the Town's request for Plans Review Services. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute said scope. We have served various clientele within Palm Beach County in a variety of ways since 1998, and we are eager to build upon our relationship in support of Highland Beach's needs and vision.

In early 2020, GFA International, Inc. (GFA) and Universal Engineering Sciences, Inc. strategically merged, forming the UES Family of Companies—the largest, most experienced, resource-rich organization of its kind in the nation. This union has grown to include more than 12 other companies across the nation, from the Carolinas to California.

It is important to note that the leadership, personnel, and most importantly, the exemplary service typical of all companies included in the Universal Family of Companies remains unchanged. That being said, the increase in fleet, personnel, and technology will significantly benefit all clients associated with UES.

UES has over 70 fully operational and fully-staffed branches spanning the U.S., with 19 located in Florida. These strategically situated offices meet our clients' needs by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to our clients and immediately allocate equipment and manpower.

Each office is staffed with dedicated professionals who are familiar with the region's geographic conditions, state, county, and city regulations, and who have developed strong working relationships with local specialized subconsultants and vendors.

Our team has decades of experience providing expert plans reviews for clientele and complex projects of all sizes, including municipalities similar to the Town of Highland Beach. Our team's technical expertise, our specialized training, fleet of equipment, and wide scope of capabilities has assisted our clients in finding solutions to difficult and intricate challenges on various projects.

Our mission is to provide the Town with cost-effective, efficient, and accurate Plans Review Services. Integrity is the keystone of our business relationship with all of our clients.

We understand that Town consultants must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing review of building, plumbing, electrical, mechanical, gas, and structural plans in accordance with the requirements of all applicable codes and ordinances.

Furthermore, we recognize the individuals performing these duties must possess a minimum of five years' construction industry experience, as well as valid licenses in good standing with the Department of Business and Professional Regulation. We also understand this contract will include one full-time inspector/plans examiner for 40 hours per week, based on the Town's needs.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

AUTHORIZED REPRESENTATIVE/VENDOR SERVICE REPRESENTATIVE

Scott H. Wood, CBO, CFM
South Florida Building Inspection Manager
1215 Wallace Drive
Delray Beach, FL 33444
P: (561) 788-1757
E: swood@teamues.com

Scott Wood, CBO, CFM, will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Scott will be involved in ensuring reviews are performed according to the scope of services and in developing the budget for each.

Our Delray Beach office has a network of support from our other South Florida offices, including Miami, West Palm Beach, Fort Myers, Clewiston, and Port St. Lucie.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual.

Our team is ready to serve as an extension of your staff, and we will represent the Town of Highland Beach in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have been with the company for 10 years or more. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to working with the Town of Highland Beach and providing reliable plan reviews throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,
GFA International, Inc., dba Universal Engineering Sciences



Scott Wood, CBO, CFM -
South Florida Building Inspections
Department Manager
(561) 788-1757
swood@teamues.com
1215 Wallace Drive
Delray Beach, FL 33444

Price Schedule Proposal

PRICE SCHEDULE

Service	Rate
Building Inspector and Plans Examiner- Single Trade	\$75.00 per hour
Building Inspector and Plans Examiner – BMEP	\$85.00 per hour
Overtime - Building Inspector/Plans Examiner	\$150.00 per hour* *reflects hours worked beyond 40 during the week, and weekend inspections as required
Building Official	\$105.00 per hour
Permit Technician	\$50.00 per hour
Overtime - Permit Technician	\$75.00 per hour



teamues.com

PROFESSIONAL SERVICES AGREEMENT
Building Department Inspection, Plan Review, Code Enforcement Inspections and
Building Official Services for Community Sustainability Department

THIS AGREEMENT ("Agreement") is entered 9/15/2022 by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation ("City"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **GFA International, Inc., dba Universal Engineering Sciences.**, a Florida corporation ("Consultant"), with its office located at 1215 Wallace Drive Delray Beach, FL. 33444

RECITALS

WHEREAS, the City issued Request for Proposal # 22-204 ("RFP") for building department inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the Consultant submitted a proposal in response to the RFP to provide the services as described and set out in the RFP; and,

WHEREAS, the Consultant is willing to provide appropriately licensed personnel to provide the City with building inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the City desires to accept the Consultant's proposal and enter a non-exclusive contract with the Consultant; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

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

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the RFP incorporated herein by reference and Scope of Services, which is attached hereto as **Exhibit "A"**, the Consultant shall provide the City with building inspections, plan review, code inspections and building official services.

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

SECTION 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement commences on October 1, 2022 and shall be for an initial term of three (3) years unless earlier terminated as stated herein. This Agreement may be extended

by written amendment signed by both parties for additional two (2) one (1) year terms. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

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

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the cost associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify the Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever, however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. For services to be rendered under this Agreement, the Consultant shall be entitled to a fee for services provided and accepted by the CITY at the rates set forth in CONSULTANT's proposed rates which are attached as Exhibit "B". The rates set forth in Exhibit "B" shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the Consultants' rates in Exhibit "B", the CITY and CONSULTANT may execute a written amendment to this Agreement to establish new rates for the renewal term(s). The City Manager may approve changes in the Consultant's rates based on the recommendation of the City's Community Sustainability Director or designee.

b. Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONSULTANT.

c. The CITY's ordering mechanism for the Scope of Work (including each order of specific services) under this Agreement will be by a City issued Purchase Order(s); however, the terms and conditions stated in a City issued Purchase Order(s) shall not apply. CONSULTANT shall not provide services under this Agreement without a City issued Purchase Order specifically for the stated services requested. Each Purchase Order shall be approved in accordance to the CITY's procurement code and policy.

CONSULTANT shall provide the amount of requested goods and services listed in each CITY issued Purchase Order and not exceed amounts expressed on any Purchase Order. CONSULTANT shall be liable for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

d. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice. All invoices shall be submitted to:

Community Sustainability- Building Department
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

With a copy to:

City of Lake Worth Beach
Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 7: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 8: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 9: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional Liability Insurance	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability policy must name the City as an additional insured on a primary and non-contributory basis and for the performance of all services. Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during

normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, FL 33460

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

GFA International, Inc., dba Universal Engineering Sciences
Attn: Carlos Mercado, MS, PE
1215 Wallace Drive
Delray Beach FL 33444

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

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may

be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposal (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned representative for the Consultant represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 33: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 34: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 35: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 36: SCRUTINIZED COMPANIES.

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

(b) If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

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

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

(e) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

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

SECTION 37: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement building department inspections, plan review, code enforcement inspections and building official services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: 
Betty Resch, Mayor

ATTEST:

By: Melissa Ann Coyne
Melissa Ann Coyne, City Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: Bruce Miller
Bruce T. Miller, Financial Services Director

CONSULTANT: GFA International, Inc., dba Universal Engineering Sciences

[Corporate Seal]



By: 

STATE OF FLORIDA)
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☒ online notarization on this 22 day of June, 2022, by Carlos Mercado, as the Branch Manager of GFA International, Inc., dba Universal Engineering Sciences, Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Notary Seal:


Notary Public Signature



EXHIBIT "A"
Scope of Services

The Department for Community Sustainability's Building Division and Code Compliance Division of the City of Lake Worth Beach, Florida, are requesting proposals from qualified entities to provide professional support services for building inspections, construction plan review, code enforcement inspections and Building Official services on an as needed basis. Consultant and its personnel shall be certified professionals and would need to hold a current, active licenses issued by the State of Florida for the discipline in which they will be providing services.

The City will off-set any and all amounts due and owing to the Consultant under this Agreement in the event the City must refund the aforementioned permit and inspection (and applicable surcharge) fees due to the Consultant's, including the Consultant's employees, officers, approved subcontractor, or any other person utilized by the Consultant under this Agreement, failure to timely notify the permit holder of the reason the work failed the inspection.

- 1) **Building Inspections:** All building inspectors shall be familiar with inspections in historic districts, inspection requirements for structures and properties that are located within a regulated flood plain of the City of Lake Worth Beach. Inspectors must have their own transportation, supplies and necessary all necessary equipment, including safety equipment to perform the services.
 - a. Requirements and Details:
 - i. The inspections must be performed on the scheduled date unless prior arrangements are made with the City's Building Official.
 - ii. Results must be provided to the City before 5pm on the day they are performed; so the results can be entered in the City's computer system.
 - iii. The City will provide the number and type of inspections inclusive of inspection sheets to Contractor after 4PM on the day prior to the scheduled/agreed inspection date.
 - iv. The Contractor shall be required to provide a detailed schedule of inspections for each day no later than 8AM on the day of the inspection. That schedule shall include the details of when inspection will take place.
 - v. Contractor shall return phone calls and emails from permit holders in reference to the code questions and inspection concerns. The Contractor must return all calls within the 24 hours of receipt.
 - vi. All inspections must verify work performed complies with all approved plans, applicable codes and City Ordinances.
 - vii. The Contractor shall be available by cell phone or email during regular business hours.
- 2) **Plan Review:** Plan reviewers will need to review the plans for code compliance in the disciplines of building, electrical, mechanical and plumbing. Plans will be sent by the City to the Contractor digitally for review by email or other type of file transfer (i.e. dropbox). Plan reviews must be complete and done in a timely manner by the Contractor and as provided for in the Florida Statutes. Plan review comments shall be sent by the Contractor to the City in a PDF format so that the comments can be entered in the City's permit system and sent to the permit holder. The Contractor

shall be a resource to applicants on submittal requirements and be available throughout the process until the review is complete.

3) **Code Enforcement Services:** Inspections for deficient property standards.

a. Requirements and Details:

- i. Inspections that reflect least favorable and poorest conditions (The City will be giving priority to worst conditions first)
- ii. Use and Occupancy Inspections for Business Licenses
- iii. Enforcement of City of Lake Worth Beach Municipal Code
- iv. Enforcement of remedial services which include lot clearing, boarding of buildings and demolition of structures
- v. Enforcement of chronic nuisance properties which are defined as properties that have a pattern of nuisance activity, as related to alcoholic beverages, noise, sexual offenders and predators, dangerous dogs, battery, etc., calls for service to a property for law enforcement, fire, medic or other emergency personnel to assist individuals, who display the symptoms of an overdose or failure to comply with a code enforcement order entered by the Special Magistrate.
- vi. Respond to and investigate code violations
- vii. Post violation notices and provide initial citizen notifications and follow-up inspections
- viii. Provide monthly written reports to the City that include digital photos of violations and actions taken. This report shall be provided to the City by the 15th of every month.
- ix. Prepare cases for court appearances, provide presentations for Special Magistrate meetings and attend meetings as requested by the City

4) **Building Official:** Building Official services would be on an as needed basis as required by the City. Building official duties are provided in below job description. The City reserves the right to adjust the responsibilities as appropriate.

Building Official Duties & Responsibilities:

1. Interprets and establishes policies for the operation of the Building Services Division and Department.
2. Makes final interpretation of building codes, statutes and regulations dealing with construction of structures.
3. Manages technical and administrative staff in the enforcement of various City ordinances related to building codes and business tax certificate regulations. Supervises the activities of assigned staff. Writes and conducts performance evaluations.
4. Schedules employees, assigns work and monitors progress. Guides and develops employees in the accomplishment of their duties.
5. Prepares division budget; oversees and monitors expenditures.
6. Recommends changes and prepares revisions to codes in order to maintain modern and up-to-date construction standards.

7. Acts as advisor to the City Manager and Director of Community Sustainability regarding questions of building and other allied codes, statutes and ordinances.
8. Coordinates with the City Attorney's Office on court cases involving enforcement of City building codes and business tax certificates (receipts).
9. Interprets policies and advises developers, contractors, builders and the general public on City and departmental policies and procedures necessary for compliance.
10. Develops and establishes regulations for the enforcement of business tax certificates (receipts).
11. Acts as the City representative to the Building Board of Adjustment and Appeals and provides staff support.
12. Serves as the City's Floodplain administrator.
13. Maintains Community Rating System (CRS) for City.
14. Other duties as assigned to achieve the goals and objects of the Department.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of modern practices and methods employed in building, gas, mechanical, electrical, plumbing, energy, ADA accessibility and related codes.
- Knowledge of modern principles, practices and techniques of inspection and plan review activities, civil engineering and architecture.
- Knowledge of supervisory and management principles and practices.
- Knowledge of city and state laws and regulations governing all phases and types of construction.
- Skill in problem solving.
- Skill in developing and implementing new policies, procedures and programs.
- Skill in enforcing building codes and regulations in a tactful and impartial manner.
- Skill in analyzing trends.
- Skills in applying appropriate public relations techniques as situations warrant.
- Ability to express ideas clearly when providing oral and written reports and recommendations on administrative, financial, and technical issues.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Position involves moderate work generally in an office setting. There is frequent need to stand, walk, sit, talk or hear, use hands to finger, handle or feel, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of Lake Worth Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Bachelor's degree from an accredited college or university with a major in Architecture, Engineering or related field and eight (8) years of progressively responsible building code enforcement experience, including three (3) years managerial experience, or any equivalent combination of training and experience. State of Florida licensure as a Building Code Administrator or Certified Building Official with ability to obtain State licensure as Building Code Administrator and certified Floodplain Manager within one year of employment. A valid Florida driver's license is required. National Incident Management System (NIMS) Series IS 100, IS 200, IS 559, IS 700, IS 800, G-300, G-400 certifications must be attained within 1 year and others as needed for EOC position assigned.

OTHER CONTRACT REQUIREMENTS:

All Consultants shall be required to provide the following prior to the contract award:

- 1) Copies of all the state certificates of those who are performing the services.
- 2) Copy of Certificate of Insurance as required in solicitation document and proposed contract
- 3) Copy of the inspector's signature on file for verification that the inspector did sign the permit card.
- 4) Contact information for the inspectors for the City's Building Department office personnel use only.

Contractor's Inspectors will be required to wear some type of uniform identifying the company they are working of and their name.

EXHIBIT "B"
Consultants Rate Schedule



Cost Effectiveness

EXHIBIT "A-1"

RFP # 22-204

**BUILDING DEPARTMENT INSPECTIONS, PLAN REVIEW, CODE ENFORCEMENT
INSPECTIONS AND BUILDING OFFICIAL SERVICES**

RATE SCHEDULE

Item No	Type	HOURLY RATE*
1.	Building Inspections	\$ 85.00
2.	Plan Review	\$ 105.00
3.	Code Enforcement	\$ 105.00
4.	Building Official	\$ 120.00

* Hourly rate shall be inclusive of all Respondents expenses to provide required services for the time while performing inspections. The City will not be covering any reimbursable expenses outside of the hourly rates for inspections.

File Attachments for Item:

A. Responsibilities and activities of the Canvassing Board



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 08/15/2023

SUBMITTED BY: Lanelda Gaskins, Office of the Town Clerk

SUBJECT: Municipal Canvassing Boards versus County Canvassing Board

SUMMARY:

On November 16, 2021, the Town Commission discussed the Canvassing Board members for 2022 General Municipal Election and decided to maintain the Highland Beach Canvassing Board as defined in Section 1.06(7) of the Town's Charter.

Additionally, on January 31, 2023, the Town Commission requested Town staff to provide information about the duties of the Town's Canvassing Board and alternative options available to the Town. This item is before the Town Commission to educate the Commission about the responsibilities of the Canvassing Boards and an alternative option.

Currently, the Town maintains its Municipal Canvassing Board according to Section 1.06(7) – "Town Commission Created; Election; Terms; Town Clerk; Qualifications of Electors; General Election Law" of the Charter. The canvassing board members consist of the Town Clerk or designee of the town clerk, the Palm Beach County Supervisor of Elections (SOE) or designee of that office, and one Commissioner appointed by the Town Commission (who is not running for election), which is designated by a resolution.

There are 39 municipalities in Palm Beach County. Most of the municipalities have designated the County Canvassing Board to serve as their canvassing board except the Town of Highland Beach, City of Delray Beach, City of West Palm Beach, and the Town of Juno Beach.

The County and Municipal Canvassing Boards have the several responsibilities during an election cycle. Attached is the Division of Election Reference Guide 0020 – Canvassing Board Membership and Activities. The reference guide summarizes the duties and activities of the board members.

There are additional responsibilities for the municipal clerks and canvassing board members such as:

<u>Municipal Clerks</u>	<u>Canvassing Board Members</u>
-------------------------	---------------------------------

Attend all Canvassing Board Meeting activities. Ensure all Canvassing Board members complete the Signature Verification Training and send certificates to the County SOE prior to the first Canvassing Board Pre-Election meeting.	Take the Signature Verification Training
Prepare and distribute the Canvassing Board meeting activities to the members.	Attend various canvassing board meetings.
Prepare and post the Notice of Logic & Accuracy (L&A) Testing on the website and at town hall.	All members attend canvassing meetings on election days and night includes certifying election results.
Post and publish the canvassing board members names on Town's website and at town hall.	Attend Post Audit election.
Provide County SOE with L&A Notice as soon as possible.	
Prepare, publish, and distribute Canvassing Board Meeting agendas and transcribe minutes to all members.	

Should the Town continue to maintain its own Municipal Canvassing Board beyond 2024, the Palm Beach County Supervisor of Election may elect not to serve as a Canvassing Board member for the Town.

As an alternative, the County Canvassing Board is an option. According to Florida Statute 102.141(1), the County Canvassing Board is composed of the supervisor of election; a county court judge, who shall act as the chair; and the chair of the board of county commissioners. In addition, alternate canvassing board members must be appointed in the event county canvassing board is unable to serve or is an option in the election being canvassed or is an active participant in the campaign or candidacy of any candidate who has option in the election being canvassed, such member shall be replaced according to the statute. As mentioned above, the responsibilities of a Municipal Canvassing Board and County Canvassing Board are the same.

Please note: When a municipal election runs concurrent with county-wide election, the Division of Election has determined that only the County Canvassing Board can certify the election results.

If the Town decides to designate the County Canvassing Board, this Board will only be responsible for canvassing activities during the election cycle. The Town Clerk will remain as

the Supervisor of Elections for the Town's election. Persons interested in running for the offices of the Mayor, Vice-Mayor or Commissioner will continue to file their candidate, campaign reports and qualifying papers with the Town Clerk/Filing Officer.

The Town's insurance carrier, Brown and Brown, has confirmed Canvassing Board members who are employees of the town are covered under the insurance plan.

Lastly, County Canvassing Board canvasses county, state and federal elections and is very knowledgeable of the canvassing board duties.

FISCAL IMPACT:

\$20,000 (estimate)

ATTACHMENTS:

November 16, 2021 Town Commission agenda memorandum

November 16, 2021 Town Commission meeting minutes

Division of Election Reference Guide 0020 – Canvassing Board Membership and Activities

2023 Highland Beach Canvassing Board Schedule

RECOMMENDATION:

At the discretion of the Town Commission.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 11/16/2021

SUBMITTED BY: Lanelda Gaskins, Town Clerk

SUBJECT: Discussion on the Town's future Elections and Canvassing Board Members

SUMMARY:

This item is before Town Commission to discuss the Town's future Elections and Canvassing Board Members.

The Palm Beach County Supervisor of Elections (SOE) has provided the attached letters to each municipality for consideration. The SOE is extending additional services to the Town, which are optional. The SOE is willing to serve as the official Supervisor and use the County Canvassing Board for the Town's elections. The County Canvassing Board members are composed of the Supervisor of Elections, a County Court Judge who shall act as the chair, and the chair of the Board of County Commissioners.

Currently, the Town Clerk administers the Town's elections. In addition, the Commission designates the Town's Canvassing Board members by resolution, according to Section 1.06 (7) of the Town's Charter. The Town's Canvassing Board members consist of the Town Clerk or designee of the town clerk, the Palm Beach County Supervisor of Elections or designee of that office, and one Commissioner appointed by the Town Commissioners (who is not running for election).

Note: The duties and responsibilities of the Town (Town Clerk), the Supervisor of Elections, and the County Canvassing Board are in the SOE letter dated August 10, 2021.

If the Town Commission decides to modify the Town's Charter to designate the Palm Beach County Supervisor of Elections as the official Supervisor and use the County Canvassing Board for the Town's elections, it will require a referendum ballot question to change the Town's Charter.

The town staff is seeking direction from the Commission.

FISCAL IMPACT:

Estimated Cost \$18,000. The actual cost is to be determined after the 2022 March Election.

ATTACHMENTS:

Palm Beach County Supervisor of Elections Letters

Sections 1.06 (6) and 1.06 (7) of the Town's Charter

RECOMMENDATION:

Town Commission discretion.



Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

Qualifying Dates

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95th day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

Runoff Elections

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.



Polling Locations

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

Single Canvassing Board for Uniform Municipal Elections

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.



Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link
Supervisor of Elections Palm Beach County



August 10, 2021

Dear Municipal Clerks,

I hope this letter finds you well!

Based on the various questions the Supervisor of Elections office (SOE) received before, during, and after the Clerk workshop, we thought it would be helpful to lay out each of the municipalities' duties, as well as what the Supervisor of Elections will be responsible for, if you choose to have the Supervisor of Elections oversee your elections. Many of you will already know most of this, but for some of our newer Clerks, or those who have not had an election in a while, we hope this will serve as a helpful overview of the process.

Step 1: Qualifying

The first stage of any election is Qualifying. At this stage, prospective candidates will work to qualify for placement on the ballot by either paying the required filing fee or submitting the number of petition signatures necessary to be eligible for whichever office for which they are running. The Qualifying officer is the person or office responsible for collecting those fees or signatures.

When the office or question is specific to a municipality, that municipal government (i.e. city commission, town council, etc.) is the qualifying officer, and therefore, usually the municipal clerk has the responsibility to collect filing fees and petitions. In other words, municipalities are responsible for facilitating their elections according to the municipality's rules (charters, ordinances, etc.); this includes stand-alone elections and municipal elections that piggy-back on county-wide elections.

Municipalities are and will always be responsible for:

- Collecting petitions;
- Collecting filing fees; and
- Posting notices or advertisements required by municipal charters/ordinances not already required by statute.

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The Supervisor of Elections is responsible for:

- Verifying petition signatures (once municipalities have dropped them off to our main office), certifying the total number of valid signatures, and returning the petitions to the clerk, who will determine whether the total number of valid signatures is sufficient for the candidate to qualify; and
- Posting legal notices required by Florida Law (this is a responsibility we have agreed to in the contract).

If more than one candidate qualifies for the same race, and/or if your municipality has an issue that needs to be voted on, you must notify our office that you will have an election.

As we discussed on the call, qualifying must be complete and all ballot language must be sent to the SOE 95 days before the election. Under extenuating circumstances, we have extended a “grace period” of no later than 90 days before the election. The SOE reserves the right to not administer a municipal election if the municipality does not provide all ballot information by the 90-day deadline. For the March stand-alone Municipal Elections, the 95-day deadline is December 3, 2021.

Step 2: Polling Locations

Municipalities are ultimately responsible for securing their own polling location(s) for stand-alone municipal elections. If the municipality is having an election in conjunction with a county or state-wide election, the SOE will secure all polling locations. Under federal law, a polling location must comply with the Department of Justice (DOJ) standards (i.e., ADA accessibility, parking requirements, etc.). During a county or state-wide election, the SOE uses polling locations that meet DOJ standards. Upon request, our office will provide the municipality with the list of the polling locations that are currently assigned to your municipal precincts. Municipalities are encouraged to use the same polling locations for stand-alone municipal elections as the SOE does for county-wide elections, to avoid voter confusion and unnecessary expense. If a different location is used, a Department of Justice survey must be performed.

During a stand-alone municipal election the municipality is responsible for:

- Securing and contracting with polling location(s) and either confirming to the SOE that the same location(s) will be used or notifying the SOE of any change at least 60 days prior to the election;
- Coordinating with Voting Equipment Center manager (Hector Lugo) regarding delivery and security of voting equipment;

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- Coordinating Monday set-up and 5:30 am access on Election Day; and
- Paying for voter information cards which are **required by law** to be sent to each voter whose polling location is affected both before the election, and after the election.

The Supervisor of Elections will:

- Schedule a site visit to any previously unused polling location to ensure DOJ compliance. All costs associated with any necessary site visits will be charged to the municipality;
- Print and mail voter information cards; and
- Deliver equipment to the designated location and pick up the equipment after the election.

Step 3: Ballots

Municipal races, candidates, questions/issues must be provided to the SOE as soon as available but no later than 95 days before the election, or if arrangements have been made, no later than the 90-day grace period. Once the information is provided, the SOE will program the election. The SOE will lay out ballots, proof them, and send them to the municipalities for final approval, before sending them to the printers. In Palm Beach County, we are subject to a law that requires us to provide in Spanish everything we provide in English. That includes all legal ads and ballot language. We are also required to provide ADA accessible equipment (the ExpressVote), which also need to be programmed in English, Spanish, and Creole.

The Municipality is and will always be responsible for:

- Submitting language (names, races, question/issue wording) immediately after qualifying (but no later than the 95-day deadline);
- Proofing and approving final ballot layout and content prior to printing; and
- Paying for translations.

The Supervisor of Elections will:

- Program the Election;
- Lay out the ballot (in accordance with Florida law);
- Proofread the ballot (based on the language provided by the municipality);
- Arrange for certified translation of ballot;
- Coordinate with printer;
- Mail Vote-By-Mail ballots; and

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- Arrange for delivery of Election Day Ballots to polling locations.

Step 4: Canvassing

County Canvassing Boards, pursuant to Florida Statutes, Section 101.141(1), are “composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners.” When Municipalities hold stand-alone elections, they have the ability to determine who will act as their Canvassing Board. When they are part of a county-wide election, the Division of Elections has determined that only the County Canvassing Board can certify the election results.

Regardless of the kind of election, Florida law states that no member of the Canvassing Board may be “a candidate who has opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed.” F.S. 101.141(1). In other words, all members of the canvassing board(s) must remain impartial at all times, whether canvassing or not. While serving on the Canvassing Board, the member must also behave in a nonpartisan manner. If a member of the canvassing board has endorsed a candidate in an election, that member may not canvass ballots for that election.

The Canvassing Board has several responsibilities, whether it is a county canvassing board or a municipal canvassing board.

- At least one member of the Canvassing Board must be present at the Logic and Accuracy Testing, though all three must certify the accuracy of the testing.
- A member of the Canvassing Board must be present at all times ballots are being processed; that is, when ballots are being opened, duplicated, and tabulated.
- A majority of the Canvassing Board must be present during Canvassing of the ballots (making determinations/voting about signature issues on vote-by-mail ballot envelopes, making determinations about voter intent, reviewing ballots which have been duplicated). If there is a tie vote, the third member of the Board must be present to break the tie.
- The Canvassing Board must be present at the Voting Equipment Center until all ballots have been collected and canvassed on Election Night.
- A majority of the Canvassing Board must certify the results of the election, though three signatures is preferable. The Supervisor and SOE staff will ascertain the results and provide them to the Canvassing Board for certification. During a stand-alone election, certification may occur after 5:00 pm on the second day after the election once all ballots have been canvassed. In conjunction with a

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county-wide election, certification may occur anywhere from the 3rd to the 12th day after the election.

- At least three members must be present for a recount, if necessary.
- A majority of the Canvassing Board must be present at all times during the post-election Audit. The SOE staff will complete the Audit process.

Should your municipality wish to take advantage of a county canvassing board in your future stand-alone elections, the SOE has drafted suggested language for an ordinance which would (1) confirm the Municipal Clerk's authority to delegate duties to the SOE as necessary (such as recruiting and assigning poll workers) without any additional authorization from the Municipal government, and (2) delegate all Canvassing responsibilities to a county canvassing board:

The [CITY/TOWN/MUNICIPAL] Clerk of [MUNICIPALITY] shall be the official representative of the municipality and the [CITY/TOWN/MUNICIPAL COMMISSION/COUNCIL] in all transactions with the Supervisor of Elections of Palm Beach County, Florida, in relation to matters pertaining to the use of the registration books and records herein mentioned for holding such municipal elections.

[MUNICIPALITY] delegates all canvassing duties as defined in applicable Florida Statute¹ and Florida Administrative Code² to the County Canvassing Board appointed by the Palm Beach County Commission and the Chief Judge of the Fifteenth Judicial Circuit and will be composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners, or their respective alternates or substitutes. See §102.141, Florida Statutes (2020).

Alternatively, if your municipality chooses not to designate the SOE as the official Supervisor of your Municipal Election, as suggested in the June 2021 Charter Recommendation letter, you may want to consider listing the Supervisor of Elections as a substitute, not an alternate, in the event there is an emergency, and no canvassing board members or alternates can be present for some reason.

¹ This includes, but is not limited to, the following Sections: F.S. 102.141, F.S. 101.5612, F.S. 101.68, F.S. 101.6925, F.S. 101.048, F.S. 101.049, F.S. 102.166, F.S. 102.151, and F.S. 101.591.

² This includes, but is not limited to, the following rules: Rule 1S-027, 1S-031, 1S-2.037, and 1S-5.026.

Step 5: Recruitment, Training, and Payment of Poll Workers

The Supervisor of Elections will recruit all election workers, primarily from our existing pool of successful poll workers. The SOE will also coordinate training classes and assignments. In the event the SOE is having trouble finding poll workers to staff a particular municipality, the SOE may reach out to that Municipal Clerk for assistance. There will be no additional cost for recruitment. However, processing payroll and issuing paychecks will be the responsibility of the municipality.

Step 6: Poll Watchers

The Municipal Clerk will be responsible for collecting the Designation of Poll Watchers form and submitting it to the SOE for processing. The SOE will then use that form to make the required identification badges and call the Municipal Clerk to pick them up when they are ready. The municipality will be responsible for all costs associated with the preparation of the badges. The Municipal Clerk will make a master poll watcher list to be supplied to their poll workers on Election Day.

Step 7: Election Day

Election Day is the day people are most familiar with. Polls open at 7:00 a.m. so it is very important that poll workers set up and test their connectivity the day before (Monday) and arrive at the polling location no later than 5:30 a.m. on Election Day. We have found that most poll workers appreciate the time to get organized and to troubleshoot if necessary.

Once polls close at the end of the day, some Municipal Clerks choose to bring ballots back the VEC warehouse themselves; however, if the Municipal Clerk prefers to be at the VEC on Election Day, they may designate the polling location clerk and another poll worker (of a different political party affiliation than the clerk) to transport ballots at the end of the night.

The Canvassing Board must stay at the warehouse **until all ballots are collected and canvassed** on Election Night. Typically, this is complete between midnight and 2:00 a.m. If the County Canvassing Board is canvassing the municipal election(s), Municipal Clerks are free to leave after all ballots have been delivered and all results have been modemed from the polling location tabulators to the SOE.

Step 8: Post-Election

Voters have until 5:00 p.m. two (2) days after Election Day to cure any signature deficiencies. At that time, the Canvassing Board will vote to certify the election.

In the event there is a recount, all members of the Canvassing Board must be present throughout. The Supervisor of Elections and SOE staff will facilitate a machine recount, and a manual recount, if necessary.³

If your municipality allows for runoffs (if there is a tie, or if you have a requirement that a candidate in a 3-person race must obtain 50% of the vote to win), that will essentially be a new election and we will start the entire process over, beginning with Logic and Accuracy Testing.

Finally, some of you have asked about the laws governing Municipal Elections. Anything that is not explicitly set forth in your charters and ordinances will default to Florida Law:

100.3605 Conduct of municipal elections.—

(1) The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities.

(2) The governing body of a municipality may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes.

As such, the Supervisor of Elections will always conduct elections in accordance with Florida Law, and if you are unsure about what your obligations are, you can always refer to the Florida Election Code (Florida Statutes, Chapters 97-107) and the Florida Administrative Code.

³ A machine recount must be ordered (by the Canvassing Board) if the 1st set of unofficial returns (the results after the signature cure deadline) indicates that a candidate or issue was defeated or eliminated by .5 of 1% or less of the total votes cast for the office/question. If, after a machine recount, the candidate or issue was defeated by .25 of 1% or less, the Canvassing Board must order a manual, or hand recount.

Conclusion

Should your municipality opt to have the Supervisor of Elections and a County Canvassing Board administer your elections, the SOE will handle most of the responsibilities it would during a normal county-wide election, as outlined in this letter.

The municipality will be responsible for all costs associated with their elections and the municipality will still be the qualifying officer, but the municipal clerk will not be responsible for administering or canvassing the election. The municipality will still be responsible for securing polling locations.

As we have discussed, we will continue to send Smartsheet forms to you to update. Completing and submitting those to us in a timely manner will help the Supervisor of Elections to efficiently coordinate your elections. You will receive updates and reminders to complete your duties at each step along the way, and if you have questions, we will always do our best to assist in any way we can.

We appreciate your partnership and look forward to many more successful elections!

Sincerely,



Wendy Sartory Link
Supervisor of Elections Palm Beach County

WSL/adh

Enclosures

cc: kpuhalainen@atantisfl.gov, dbuff@belleglade-fl.com, msiddons@myboca.us, gibsonc@bbfl.us, brinytownclerk@yahoo.com, townofcloudlake@msn.com, johnsonk@mydelraybeach.com, glenridgetownof@bellsouth.net, dlynn@villageofgolf.org, qmoorer@greenacresfl.gov, rtaylor@gulf-stream.org, jrutan@townofhaverhill-fl.gov, lgaskins@highlandbeach.us, dguaitieri@hypoluxo.org, ccopeland@juno-beach.fl.us, laurac@jupiter.fl.us, randazzo@jupiterinletcolony.org, mpinkerman@lakeclarke.org, vmendez@lakeparkflorida.gov, mcoyne@lakeworthbeachfl.gov, kdominguez@lantana.org, lburch@loxahatcheegrovesfl.gov, lpetersen@manalapan.org, salbury@tompfl.com, jgreen@village-npb.org, karmstrong@oceanridgeflorida.com, twarner@cityofpahokee.com, gnieves@townofpalmbeach.com, psnider@pbgfl.com, ebrowning@pbstownhall.org, kwynn@vpsfl.org, crobinson@rivierabeach.org, ddisanto@royalpalmbeach.com, sbcityclerk@southbaycity.com, yvalvarez@southpalmbeach.com, lmcwilliams@tequesta.org, caddie@wellingtonfl.gov, zburgess@westlakegov.com, cityclerk@wpb.org

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Polling Place Accessibility

DE Reference Guide 0014 (eff. 3/2018)

These guidelines are for reference only. They are not to be construed as legal advice or representation. For any particular set of facts or circumstances, refer to the applicable state, federal law, and case law, and/or consult a private attorney before drawing any legal conclusions or relying upon this information.

HISTORY

- **State law required a one-time polling place accessibility survey in 2003.**
 - Supervisors of Elections required to survey each polling place for accessibility by September 1, 2003 in accordance with standards under s. [101.715](#), Florida Statutes, that would take effect on July 1, 2004. See Section 17, [Ch 2002-281](#), Laws of Florida.
 - The Department of State adopted Rule 1S-2.035 which incorporated the survey instrument for use in 2003. The rule was repealed on 11/1/2015 and the 2003 survey instrument is available upon request for historical reference only. Refer to s. [101.715](#), Florida Statutes, and the U.S. Department of Justice, Civil Rights Division, Disability Rights Section's Polling Place Accessibility Checklist in Part 3 of the ADA Checklist for Polling Places through link below under Resources for ADA Accessibility Standards.

CURRENT STATUTORY REQUIREMENT

- **Section [101.715](#), Florida Statutes, provides:**
 - All polling places must be accessible and usable by people with disabilities, as provided in this section.
 - Each polling place used for federal, state, and local elections must comply with the Florida Americans with Disabilities Accessibility Implementation Act, ss. [553.501-553.513](#), Fla. Stat., for all portions of the polling place or the structure in which it is located that voters traverse going to and from the polling place and during the voting process, regardless of the age or function of the building.
 - The selection of a polling site must ensure accessibility with respect to the following accessible elements, spaces, scope, and technical requirements: accessible route, space allowance and reach ranges, protruding objects, ground and floor surfaces, parking and passenger loading zones, curb ramps, ramps, stairs, elevators, platform lifts, doors, entrances, path of egress, controls and operating mechanisms, signage, and all other minimum requirements.
 - Standards required at each polling place, no matter the building's age or function, include:
 - For polling places that provide parking spaces for voters, one or more signed accessible parking spaces for disabled persons.
 - Signage identifying an accessible path of travel to the polling place if it differs from the primary route or entrance.
 - An unobstructed path of travel to the polling place.
 - Level, firm, stable, and slip-resistant surfaces.
 - An unobstructed area for voting.
 - Sufficient lighting along the accessible path of travel and within the polling place.

RESOURCES FOR ADA ACCESSIBILITY STANDARDS

- The [2012 Florida Accessibility Code for Building Construction](#) (Feb 2012), adopted pursuant to s. 553.503, Fla. Stat.
- The [2010 ADA Standards for Accessible Design](#) (Sep. 2010), published by the U.S. Department of Justice.
 - This is the basis for [2012 Florida Accessibility Code for Building Construction](#), above.
- Publications by the U.S. Department of Justice, Civil Rights Division, Disability Rights Section:
 - [The ADA Checklist for Polling Places](#) (June 2016) includes Polling Place Accessibility Checklist under Part 3
 - [The Americans with Disabilities Act and Other Federal Laws Protecting the Rights of Voters with Disabilities Solutions for Five Common ADA Access Problems at Polling Places](#)



Canvassing Board Membership and Activities

DE Reference Guide 0020 (Updated 09-2019) (supersedes all prior versions)

These guidelines are for reference only. They are not to be construed as legal advice or representation. For any particular set of facts or circumstances, refer to the applicable state, federal law, and case law, and/or consult a private attorney before drawing any legal conclusions or relying upon this information.

OVERVIEW

- Canvassing board.
 - The county canvassing board is composed of three members: the supervisor of elections; a county court judge who acts as the chair, and the chair of the board of county commissioners.
 - Aside from attendance at training workshops, a board member's duties will begin as early as the pre-election testing of voting equipment scheduled within the 10 days before early voting, intensify as canvassing of vote-by-mail ballots begin which may start as early as 15 days before an election and continue through election night reporting, post-election voting system audits, and certification of election results.
- Substitute.
 - The law requires substitutes to be appointed whenever a member is unable to serve or is disqualified from serving.
 - The substitute cannot be a candidate with opposition in the election being canvassed and cannot be an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. For what constitutes active participation in the campaign or candidacy of a candidate, see Division of Elections Advisory Opinion [DE 09-07](#).
 - The process for appointing a substitute is set out in section [102.141](#)(1), Fla. Stat.
- Alternate.
 - Each canvassing board must have two alternates designated. The long-term service on a canvassing board can place an undue burden on a volunteer member's other professional and personal obligations. Therefore, an alternate serves as a back-up in the event a member is unable to participate in a meeting of the board.
 - The alternates are to be appointed as close in time to when the canvassing board membership is designated.
 - If not otherwise serving as one of the three members of the canvassing board, the alternate can be present, observe and communicate with the other members of the board but cannot vote in the board's decisions or determinations. The process for appointing alternates to the canvassing board is set out in section [102.141](#)(1), Fla. Stat.
- Duties.
 - The canvassing board is charged by law with a number of activities in the conduct of elections and ascertainment of results.
 - This reference guide focuses specifically on the membership requirement for those activities.

REQUISITE MEMBERSHIP FOR CANVASSING BOARD ACTIVITIES

- Unless otherwise specified in statute or rule, the canvassing board may act when two members of the board are present, thereby constituting a majority, as long as the two members present are in agreement as to the action to be taken. If they are not in agreement, then a majority of the board has not approved the action. See also DE Advisory Opinion [05-08](#). The chart on the following page details requisite membership attendance based on category of activity.

Activity	Number of Canvassing Board Members Required to be Present	Underlying statute(s) and/or rule for activity
Public logic & accuracy testing	<ul style="list-style-type: none"> At least one member for test All members to certify the accuracy of test 	Section 101.5612 (2), Fla. Stat.
Canvassing of vote-by-mail ballots	<ul style="list-style-type: none"> Majority to approve and order the opening of the ballots At least one member to be present at all times during opening and running of the ballots through tabulation system 	Sections 101.68 , 101.6925 , and 102.141 (2) & (8), Fla. Stat.
Determination to count or reject vote-by-mail ballots (e.g., signature mismatch)	<ul style="list-style-type: none"> Majority to determine whether to count or reject a ballot 	Sections 101.68 , 101.6925 , and 102.141 (2), Fla. Stat.
Duplication of ballot	<ul style="list-style-type: none"> Majority to be present to approve ballots to be duplicated At least one member to be present during duplication of ballots 	Sections 101.5614 (5), 101.68 , and 102.141 (8), Fla. Stat.
Canvassing of provisional ballots	<ul style="list-style-type: none"> Majority to determine whether to count or reject (which latter must be by preponderance of the evidence) 	Sections 101.048 , 101.049 , 101.6925 , and 102.141 (2), Fla. Stat.; Rule 1S-2.037 , Fla. Admin. Code
Finding that a signature on provisional ballot or vote-by-mail ballot voter certificate or cure affidavit does not match signature on record	<ul style="list-style-type: none"> Majority and beyond reasonable doubt 	Sections 101.048 and 101.68 , Fla. Stat.
Recount	<ul style="list-style-type: none"> Majority at all times during recount process All members for determination or decision to resolve a discrepancy during a recount 	Sections 102.141 and 102.166 , Fla. Stat.; Rules 1S-2.027 , and 1S-2.031 , Fla. Admin. Code
Certification of election results	<ul style="list-style-type: none"> Majority to certify results 	Section 102.151 , Fla. Stat.
Post-election certification audit of voting system	<ul style="list-style-type: none"> Majority at all times during audit process 	Section 101.591 , Fla. Stat.; Rule 1S-5.026 (4)(e), Fla. Admin. Code

Sec. 1.06. - Town Commission Created; Election; Terms; Town Clerk; Qualifications of Electors; General Election Law.

- (1) That the corporate authority of said Municipality shall be vested in a Commission created by this Act. Said Commission shall be composed of a Mayor-Commissioner, Vice Mayor-Commissioner and three (3) other Commissioners, all of whom are to be elected at large.
- (2) On the second Tuesday in March, 2007, and every three (3) years thereafter, the qualified electors of the Town shall elect one (1) Commissioner for a term of three (3) years. On the second Tuesday in March, 2008, and every three (3) years thereafter, the qualified electors of the Town shall elect a Mayor-Commissioner and one (1) other Commissioner for terms of three (3) years. On the second Tuesday in March 2009 and every three (3) years thereafter the qualified electors of the Town shall elect a Vice Mayor-Commissioner and one (1) other Commissioner for terms of three (3) years. However, election dates affected by any countywide or statewide election held in March will coincide with the date for the countywide or statewide election.
- (3) No person may serve more than two (2) successive elected full terms as Mayor. No person may serve more than two (2) successive elected full terms as Vice Mayor. No person may serve more than two (2) successive elected full terms as Commissioner. The aforesaid term limitations regarding the offices of Mayor, Vice Mayor and Commissioner shall not include any appointments by the governing body to fill unexpired terms. The offices of Mayor, Vice Mayor and Commission member shall be considered separate offices for the purpose of consecutive term limits set forth in this section. For transition purposes, the current Town Commission members, including the Mayor and Vice Mayor, who have not served three (3) consecutive terms as of March, 2007 shall have their current terms extended by one (1) additional year.
- (4) The Commission shall designate by resolution a qualified person to serve as Town Clerk. Once employed, the Town Clerk shall report to the Town Manager, in accordance with Section 4.01 of this Charter and the Town's Personnel Rules and Regulations.
- (5) To be eligible for election or appointment as Commissioner (including offices of Mayor and Vice-Mayor) a person must be a citizen of the United States. Additionally, a person to be eligible for election or appointment as Commissioner (including offices of Mayor and Vice-Mayor) must be both domiciled within the corporate limits of the Town of Highland Beach, State of Florida, and a qualified elector of the Town of Highland Beach, State of Florida registered in Precincts as may be established from time to time within the Town of Highland Beach, State of Florida for a period of not less than one (1) year immediately preceding the beginning of the qualification period, for candidates for Commission as set forth in section 1.06(6) of the Town Charter, or one (1) year immediately preceding the effective date of any appointment as commissioner, and shall retain such qualifications during their tenure and occupancy of said office.
- (6) Each person seeking to qualify as a candidate for the office of town commissioner as a candidate shall file with the Town Clerk such qualification papers and pay such fees as may be required by

law, no earlier than noon on the second Tuesday in November nor later than noon on the fourth Tuesday in November preceding the calendar year in which the election is to be held.

- (7) The town clerk or designee of the clerk along with the supervisor of elections or the designee of that office shall canvass and certify returns of all town elections in the manner provided for in sec. 100.3605, Fla. Stat., as amended from time to time. Additionally, the town commission shall appoint one commission member, which may include the mayor, whose seat is not scheduled to be voted upon, who shall serve as the third member of the canvassing board. If any member of the canvassing board is unwilling or unable to serve, the town commission shall appoint another commission member as a replacement. Two members of the canvassing board shall constitute a quorum.
- (8) Commissioners shall take office upon certification of the election results by the canvassing board and their swearing in by the town clerk or designee and shall remain in office until the election and certification of their successors.
- (9) Any person who has qualified and is an elector of the State of Florida and who registers in the procedural manner prescribed by general law, and who has resided within the territorial limits of the Town of Highland Beach for a period of thirty (30) days preceding an election shall be a qualified elector of the municipality and shall be entitled to vote in any municipal election of said Town.
- (10) The provisions of F.S. ch. 101, and any amendments thereto, providing for the casting of absentee ballots shall apply to any general, special or primary election, or referendum in which any qualified elector may vote.
- (11) In case of vacancy in the Commission, the remaining Commissioners within thirty (30) days after the beginning of such vacancy, shall by resolution fill such vacancy or vacancies by appointment until the next regular general election.

(Ord. No. 719, § 1, 8-9-06; Ord. No. 12-004, § 2, 9-4-12; Ord. No. 12-003, § 3, 9-4-12; Ord. No. 14-001, § 2, 3-4-14; Ord. No. 15-006, § 2, 6-2-15; Ord. No. 17-003, § 2, 10-3-17; Ord. No. 19-001, § 2, 7-2-19; Ord. No. 2021-010, § 2, 9-21-21)



MEMORANDUM

Town Clerk's Office

TO: Vice Mayor Natasha Moore
Commissioner Evalyn David
Administrative Support Specialist Jaclyn Dehart

FROM: Lanelda Gaskins, MMC, Town Clerk *ylg*

DATE: February 16, 2023

SUBJECT: 2023 Municipal Elections - Canvassing Schedule

At the November 22, 2022, Special Meeting, Town Commission approved Resolution No. 2022-031 designating Vice Mayor Natasha Moore and Commissioner Evalyn David to serve on the Town's Municipal Canvassing Board for the March 14, 2023 General Election. In addition, Administrative Support Specialist Jaclyn DeHart and I are members of the Town's Canvassing Board.

Listed below is the 2023 Canvassing Board Schedule provided by Palm Beach County Supervisor of Elections Wendy Sartory Link. **Please note:** Dates and/or times are subject to change due to the volume of ballots to be opened and canvassed.

Activity	DATE	TIME	LOCATION
Pre-Election Canvassing Board Meeting – 2023 Municipal Elections All Members Present	Wednesday 02/22/2023	2:00 p.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Canvassing Board Meeting Logic & Accuracy Testing One Member	Friday 03/03/2023	10:00 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Highland Beach Opening, Tabulation & Clearballot Majority Members	Friday 03/10/2023	10:00 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Highland Beach Canvassing Board Meeting Majority Members	Friday 03/10/2023	11:30 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach

ACTIVITY	DATE	TIME	LOCATION
Highland Beach Canvassing Board – Opening, Tabulations, Clearballot Majority Members	Monday 03/13/2023	10:00 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Highland Beach Canvassing Board Meeting Majority Members	Monday 3/13/2023	11:30 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Election day Vote by Mail Ballot Opening, Tabulation, and Duplication All Members	Tuesday 03/14/2023	3:00 p.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Election day Highland Beach Canvassing Board Meeting All Members	Tuesday 03/14/2023	6:00 p.m. until election process has concluded.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Highland Beach Canvassing Board Meeting Majority Members	Thursday 03/16/2023	4:30 p.m. until election process has concluded	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Post-Election Audit of Voting System Majority Members	Wednesday Tuesday 03/22/2023	4:30 p.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach

Feel free to contact me at 561-278-4548, 954-647-4591 or lgaskins@highlandbeach.us if you have any questions regarding this matter.

lg

Attachments:

SOE 2023 Municipal Elections – Canvassing Schedule
Department of State Reference Guide 0030 -Canvassing Board and Activities)

cc: Mayor Douglas Hillman
Commissioner John Shoemaker
Commissioner David Stern
Town Manager Marshall Labadie

2023 Municipal Elections - Canvassing Schedule



Activity	Status	DATE	TIME	STATUTE	LOCATION
<p>Access to Ballot Materials - Those qualified to receive access to ballot materials pursuant to 101.572(2), Florida Statutes, may request an appointment during designated Public Inspection by email at votebyemail@votepalmbeach.gov or by telephone at 561-656-6208. Requests must be made at least 48 hours in advance of requested access and must include specific materials to which requestor would like access.</p> <p>https://app.smartsheet.com/b/form/3f39cc71df6e40fbac1f9b4f9f8f04ab</p> <p>Acceso a Materiales de Boletas- Todos los calificados para tener acceso a los materiales de boletas de acuerdo al 101.572 (2) Estatutos de la Florida, pueden solicitar una cita durante la Inspeccion Publica designada por correo electronico a votebyemail@palmbeach.gov o por teléfono al 561-656-6208. Las solicitudes deben realizarse por lo menos 48 horas antes del acceso solicitado y deben incluir los materiales específicos a cual el solicitante desea tener acceso.</p> <p>https://app.smartsheet.com/b/form/3f39cc71df6e40fbac1f9b4f9f8f04ab</p> <p>Palm Beach County Canvassing Board Members</p> <p>Miembros de la Junta de Escrutinio</p>			<p>Items highlighted in BLUE are Municipalities that have opted to maintain their own Canvassing Board for ballot canvassing.</p>	<p>Please Note: Dates and/or times are subject to change due to the volume of ballots to be opened and canvassed. The opening and canvassing of ballots may include weekends and holidays.</p>	<p>Por favor tome nota: Fechas y/o horas estan sujetas a cambios, debido al volumen de boletas para ser abiertas y al escrutinio. La apertura y el escrutinio de las boletas pueden incluir fines de semana y feriados.</p>
			Alternates Alterna		
Chair: Judge April Bristow			Alt - TBD		
Honorable Wendy Sartory Link Supervisor of Elections			Alt - TBD		
Commissioner Gregg Weiss County Commissioner			Alt - Commissioner Maria Marino		
Municipal Elections Elecciones municipales					
MUNICIPAL		03/14/23			
MUNICIPAL ACTIVITY		DATE	TIME		LOCATION
		03/03/23			
CANVASSING BOARD MEETING		03/03/23	10:00 a.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO					
CANVASSING BOARD MEETING Delray Beach and Highland Beach		03/03/23	10:00 a.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO Delray Beach y Highland Beach					
L & A Test		03/03/23	10:00 a.m.	F.S. 101.5612	SOE Service Center 7835 Central Industrial DR Riviera Beach
Prueba de Lógica y Precisión					

	Activity	Status	DATE	TIME	STATUTE	LOCATION
16	L & A Test - Municipal Delray Beach and Highland Beach Prueba de Lógica y Precisión - Municipal Delray Beach y Highland Beach		03/03/23	10:00 a.m.	F.S. 101.5612	SOE Service Center 7835 Central Industrial DR Riviera Beach
17	03/10/23					
18	PUBLIC VIEWING VISTA PÚBLICA		03/10/23	8:45 a.m.- 9:15 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
19	PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2) INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)		03/10/23	9:30 a.m. - 10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
20	MUNICIPAL - Delray Beach and Highland Beach OPENING, TABULATION & CLEARBALLOT DUPLICATION MUNICIPAL - Delray Beach y Highland Beach APERTURA , TABULACIÓN, ESCANEO CLEARBALLOT DUPLICACIÓN		03/10/23	10:00 a.m. DUPLICATION: 10:30 a.m.as needed DUPLICACIÓN: 10:30 am según sea necesario		SOE Service Center 7835 Central Industrial DR Riviera Beach
21	OPENING, Tabulation, ClearBallot Scan DUPLICATION APERTURA, Tabulación, Escaneo ClearBallot DUPLICACIÓN		03/10/23	10:00 a.m. DUPLICATION: 10:30 a.m.as needed DUPLICACIÓN: 10:30 am según sea necesario		SOE Service Center 7835 Central Industrial DR Riviera Beach
22	Delray Beach Boleta de voto por correo Delray Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/10/23	11:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach

	Activity	Status	DATE	TIME	STATUTE	LOCATION
23	Highland Beach Boleta de voto por correo Highland Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/10/23	11:30 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
24	CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/10/23	2:00 p.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
25	03/13/23					
26	PUBLIC VIEWING VISTA PÚBLICA		03/13/23	8:45 a.m.- 9:15 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
27	PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2) INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)		03/13/23	9:30 a.m. - 10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
28	OPENING, Tabulation, ClearBallot Scan DUPLICATION APERTURA, Tabulación, Escaneo ClearBallot DUPLICACIÓN		03/13/23	10:00 a.m. DUPLICATION: 10:30 a.m.as needed DUPLICACIÓN: 10:30 am según sea necesario		SOE Service Center 7835 Central Industrial DR Riviera Beach
29	MUNICIPAL - Delray Beach and Highland Beach OPENING, TABULATION & CLEARBALLOT DUPLICATION MUNICIPAL - Delray Beach y Highland Beach APERTURA , TABULACIÓN, ESCANEO CLEARBALLOT DUPLICACIÓN		03/13/23	10:00 a.m. DUPLICATION: 10:30 a.m.as needed DUPLICACIÓN: 10:30 am según sea necesario		SOE Service Center 7835 Central Industrial DR Riviera Beach

Activity	Status	DATE	TIME	STATUTE	LOCATION
Delray Beach Boleta de voto por correo Delray Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/13/23	11:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
Highland Beach Boleta de voto por correo Highland Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/13/23	11:30 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/13/23	2:00 p.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
03/14/23					
PUBLIC VIEWING		03/14/23	1:30 p.m.- 1:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA		03/14/23	2:00 p.m. - 2:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)					
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					

	Activity	Status	DATE	TIME	STATUTE	LOCATION
36	ELECTION DAY - Vote by Mail Ballots - Provisional Ballots - Opening/Canvassing/ - Tabulation/ClearBallot - Scan and Duplication		03/14/23	3:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	DÍA DE ELECCIÓN - Boletas de voto por correo - Papeletas Provisionales - Apertura/Escrutinio/ - Tabulación/ClearBallot - Escaneo y Duplicación					
37	MUNICIPAL - Delray Beach and Highland Beach OPENING & TABULATION DUPLICATION		03/14/23	3:00 pm		SOE Service Center 7835 Central Industrial DR Riviera Beach
	MUNICIPAL - Delray Beach y Highland Beach APERTURA Y TABULACIÓN DUPLICACIÓN					
38	DUPLICATION of Vote By Mail Ballots		03/14/23	3:00 p.m. and as needed		SOE Service Center 7835 Central Industrial DR Riviera Beach
	DUPLICACIÓN de Boletas de Voto por Correo			3:00 p.m. y según sea necesario		
39	CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations		03/14/23	5:00 p.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
	REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto					
40	Delray Beach Boleta de voto por correo Delray Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/14/23	6:00 p.m. and until the election process has concluded 6:00 p.m. y hasta que el proceso electoral haya concluido		SOE Service Center 7835 Central Industrial DR Riviera Beach

Activity	Status	DATE	TIME	STATUTE	LOCATION
Highland Beach Boleta de voto por correo Highland Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/14/23	6:00 p.m. and until the election process has concluded 6:00 p.m. y hasta que el proceso electoral haya concluido		SOE Service Center 7835 Central Industrial DR Riviera Beach
PUBLIC VIEWING		03/14/23	8:00 p.m.- 8:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA					
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/14/23	8:30 p.m. - 8:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)a					
03/16/23					
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/16/23	3:30 p.m. - 4:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					
CANVASSING BOARD MEETING Canvassing of (as needed) - VBM referred ballots - Duplication - Voter Intention - Provisional Ballots		03/16/23	4:30 p.m.	Election Certification	SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario) - Boletas referidas a VBM - Duplicación - Intención de Votante - Papeletas Provisionales					

Activity	Status	DATE	TIME	STATUTE	LOCATION
47 PROCESSING - Vote By Mail Ballots (as needed) - Opening - Tabulation - ClearBallot Scan - Duplicating		03/16/23	4:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
48 PROCESAMIENTO - Boletas de voto por correo (según sea necesario) - Apertura - Tabulación - Escaneo ClearBallot - Duplicación					
49 Delray Beach Boleta de voto por correo Delray Beach CANVASSING BOARD MEETING Canvassing of (as needed) - VBM referred ballots - Duplication - Voter Intention - Provisional Ballots REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario) - Boletas referidas a VBM - Duplicación - Intención de Votante - Papeletas Provisionales		03/16/23	4:30 p.m. and until the election process has concluded 4:30 p.m. y hasta que el proceso electoral haya concluido		SOE Service Center 7835 Central Industrial DR Riviera Beach
50 Highland Beach Boleta de voto por correo Highland Beach CANVASSING BOARD MEETING Canvassing of (as needed) - VBM referred ballots - Duplication - Voter Intention - Provisional Ballots REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario) - Boletas referidas a VBM - Duplicación - Intención de Votante - Papeletas Provisionales		03/16/23	4:30 p.m. and until the election process has concluded 4:30 p.m. y hasta que el proceso electoral haya concluido		SOE Service Center 7835 Central Industrial DR Riviera Beach
MUNICIPAL ELECTION POST-ELECTION		DATE	TME	STATUTE	LOCATION
51		03/17/23			
52	RECOUNT L&A FOR MUNICIPALITIES - As Necessary RECUENTO L&A PARA MUNICIPIOS - Según sea necesario	03/17/23	8:30 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
53		03/22/23			
54	AUDIT - Post-Election Voting System AUDIT - Sistema de Votación Postelectoral	03/22/23	4:30 p.m.	F.S. 101.591 No later than 11:59 p.m. on 7th day following certification of election	SOE Service Center 7835 Central Industrial DR Riviera Beach

Activity	Status	DATE	TIME	STATUTE	LOCATION
MUNICIPAL - Delray Beach and Highland Beach AUDIT - Post-Election Voting System		03/22/23	4:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
MUNICIPAL - Delray Beach y Highland Beach AUDIT - Sistema de Votación Postelectora					
MUNICIPAL RUN-OFF ACTIVITY	AS NEEDED	03/28/23	TIME	STATUTE	LOCATION
		03/24/23			
L&A for Municipal Run-off		03/24/23	10:00 a.m.	F.S. 101.5612	SOE Service Center 7835 Central Industrial DR Riviera Beach
L&A para Municipal Escorrentía					
		03/27/23			
PUBLIC VIEWING		03/27/23	8:45 a.m. - 9:15 a.m		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA					
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/27/23	9:30 a.m.- 10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					
OPENING, Tabulation, ClearBallot Scan and Duplication of Vote by Mail Ballots (as needed)		03/27/23	10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
APERTURA, Tabulación, Escaneo ClearBallot y Duplicación de Boletas de Voto por Correo (según sea necesario)					
PUBLIC VIEWING		03/27/23	12:30 p.m. - 1:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA					
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/27/23	1:00 p.m. - 1:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					

	Activity	Status	DATE	TIME	STATUTE	LOCATION
65	CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations		03/27/23	2:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto					
66	03/28/23					
67	PUBLIC VIEWING		03/28/23	1:00 p.m. - 1:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	VISTA PÚBLICA					
	PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/28/23	1:30 p.m. - 1:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
68	INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales *Cita requerida *Cualificación requerida por FS 101.572(2)					
	ELECTION DAY - Vote by Mail Ballots - Provisional Ballots - Opening/Canvassing/ - Tabulation/ClearBallot - Scan and Duplication		03/28/23	2:30 p.m. Duplication as needed throughout the day		SOE Service Center 7835 Central Industrial DR Riviera Beach
69	DÍA DE ELECCIÓN - Boletas de voto por correo - Papeletas Provisionales - Apertura/Escrutinio/ - Tabulación/ClearBallot - Escaneo y Duplicación Escaneo y Duplicación					
70	PUBLIC VIEWING		03/28/23	3:30 p.m. - 3:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	VISTA PÚBLICA					
	PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/28/23	4:00 p.m. - 4:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
71	INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales *Cita requerida *Cualificación requerida por FS 101.572(2)					
72	Municipality Canvassing Board for Run-Off if applicable					

Activity	Status	DATE	TIME	STATUTE	LOCATION
73 CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations		03/28/23	5:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto					
74 PUBLIC VIEWING		03/28/23	8:00 p.m. - 8:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA					
75 PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/28/23	8:30 p.m. - 8:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					
76		03/30/23			
77 PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/30/23	3:30 p.m. - 4:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					
78 CANVASSING BOARD MEETING Canvassing of (as needed) - VBM referred ballots - Duplication - Voter Intention - Provisional Ballots		03/30/23	4:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario) - Boletas referidas a VBM - Duplicación - Intención de Votante - Papeletas Provisionales					
79		03/31/23			
80 RECOUNT L & A - As Necessary		03/31/23	10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
RECUENTO L & A - Según sea necesario					
81 RECOUNT - As Necessary		03/31/23	Immediately following the L&A		SOE Service Center 7835 Central Industrial DR Riviera Beach
RECUENTO - Según sea necesario					

Activity	Status	DATE	TIME	STATUTE	LOCATION
82		04/05/23			
83		04/05/23	9:00 a.m.	F.S.101.591	SOE Service Center
					7835 Central Industrial DR Riviera Beach

Ordinance No. 2021-017 was removed from the agenda unanimously on a 5 to 0 vote.

9. CONSENT AGENDA

A. None.

10. UNFINISHED BUSINESS

A. None.

11. NEW BUSINESS

A. Resolution No. 2021-037

A Resolution of the Town Commission of the Town of Highland Beach, Florida, declaring the results of the Special Election held on November 02, 2021; providing an effective date; and for other purposes.

Mayor Hillman read the title of Resolution No. 2021-037, and the official certified election results.

MOTION: David/Gossett-Seidman - To approve Resolution No. 2021-037.

Resolution No. 2021-037 was approved unanimously on a 5 to 0 vote.

B. Discussion on the Town's future Elections and Canvassing Board Members.

Mayor Hillman read the title of Item 11.B.

Town Clerk Gaskins presented this item.

It was the **consensus** of the Town Commission to maintain the Highland Beach Canvassing Board members as defined in the Town's Charter.

C. Approve and authorize the Mayor to execute the Municipal Election Voting Processing Equipment Use and Elections Services Agreement with Palm Beach County Supervisor of Elections Office for the March 08, 2022 Election.

Mayor Hillman read the title of Item 11.C.

MOTION: David/Moore - To approve Item 11.C.

Item 11.C. passed unanimously on a 5 to 0 vote.

D. Discussion on the use of the American Rescue dollars.



Canvassing Board Membership and Activities

DE Reference Guide 0020 (Updated 03-2022)(supersedes all prior versions)

These guidelines are for reference only. They are not to be construed as legal advice or representation. For any particular set of facts or circumstances, refer to the applicable state, federal law, and case law, and/or consult a private attorney before drawing any legal conclusions or relying upon this information.

OVERVIEW

- Membership.
 - The Board is composed of three members: the supervisor of elections a county court judge who acts as the chair, and the chair of the board of county commissioners.
- Substitute.
 - Substitutes must be appointed whenever a member is disqualified or unable to serve in accordance with section [102.141](#)(1), Fla. Stat.
 - A substitute cannot be a candidate with opposition in the election being canvassed and cannot be an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. For what constitutes active participation in the campaign or candidacy of a candidate, see Division of Elections Advisory Opinion [DE 09-07](#).
- Alternate.
 - The board must have two alternates designated. *The long-term service on a canvassing board can place an undue burden on a volunteer member's other professional and personal obligations. Therefore, an alternate serves as a back-up in the event a member is unable to participate in a meeting of the board.*
 - The alternates should be appointed when the canvassing board membership is designated.
 - If not otherwise serving as one of the three canvassing board members, the alternate can be present, observe and communicate with the other board members but cannot vote in the board's decisions or determinations. The process for appointing alternates is set out in section [102.141](#)(1), Fla. Stat.
- Duties.
 - Board members are required to undergo training including signature verification training. The canvassing board is responsible for a number of activities in the conduct of elections and results processing and reporting.
 - Duties begin as early as the pre-election (public logic and accuracy) testing of voting equipment is scheduled which must be within the 25 days before early voting starts in the respective county¹. Duties include but are not limited to canvassing of vote-by-mail ballots which can start as soon after the L&A testing. Duties continue through election night reporting and certification of elections results, and end with the post-election voting system audit, which must be completed no later than the 7th day following the board's certification of the election.
 - This reference guide focuses specifically on the membership requirement for those activities.
- Disqualification and/or removal of members.
 - Authority to remove a canvassing board member. See Division of Elections' Advisory Opinion DE [15-03](#)
 - 'Active participation' by a canvassing board member. See Division of Elections' Advisory Opinion DE [08-10](#).

¹ § 101.657, Fla. Stat. – The minimum mandatory EV period is 8 days beginning 10 days before election day with no less than 8 hours and no more than 12 hours per day. Counties can offer additional days of EV up to the 15th day before Election Day and/or the 2nd day before Election day.

REQUISITE MEMBERSHIP FOR CANVASSING BOARD ACTIVITIES

- Unless otherwise specified in law or rule, the canvassing board may act when two members are present, thereby constituting a majority. The majority must agree in order to take action. See also DE Advisory Opinion [05-08](#). The chart below details required membership for each category of activity.

Activity	Number of Board Members to be Present	Citation: law(s) and/or rule(s)
Public logic & accuracy testing	<ul style="list-style-type: none"> At least one member for test All members to certify the accuracy of test 	Section 101.5612 (2), Fla. Stat.
Duplication of ballot	<ul style="list-style-type: none"> Majority to be present to approve ballots to be duplicated At least one member to be present during duplication of ballots 	Sections 101.5614 (5), 101.68 , and 102.141 (8), Fla. Stat.
Canvassing vote-by-mail ballots	<ul style="list-style-type: none"> Majority to approve and order the opening of the ballots At least one member to be present at all times during opening and running of the ballots through tabulation system 	Sections 101.68 , 101.6925 , and 102.141 (2) & (8), Fla. Stat.
Determination to count or reject vote-by-mail ballots	<ul style="list-style-type: none"> Majority to determine whether to count or reject a ballot 	Sections 101.68 , 101.6925 , and 102.141 (2), Fla. Stat.
Finding signatures on provisional ballot or vote-by-mail ballot certificate/cure affidavit and voter record do not match signature	<ul style="list-style-type: none"> Majority and beyond reasonable doubt 	Sections 101.048 and 101.68 , Fla. Stat.
Canvassing of provisional ballots	<ul style="list-style-type: none"> Majority to determine whether to count or reject (which latter must be by preponderance of the evidence) 	Sections 101.048 , 101.049 , 101.6925 , and 102.141 (2), Fla. Stat.; Rule 1S-2.037 , Fla. Admin. Code
Recount	<ul style="list-style-type: none"> Majority at all times during recount process All members for determination or decision to resolve a discrepancy during a recount 	Sections 102.141 and 102.166 , Fla. Stat.; Rules 1S-2.027 , and 1S-2.031 , Fla. Admin. Code
Certification of election results and conduct of elections report	<ul style="list-style-type: none"> Majority to certify results 	Section 102.141 , Fla. Stat.
Post-election certification audit of voting system	<ul style="list-style-type: none"> Majority at all times during audit process 	Section 101.591 , Fla. Stat.; Rule 1S-5.026 (4)(e), Fla. Admin. Code

File Attachments for Item:

B. Approve and authorize the Town Manager to execute an Intergovernmental Agreement with the South Central Planning and Development Commission (SCPDC) for a government management software module collectively called MyGovernmentOnline (MGO) software.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 15 August 2023

SUBMITTED BY: Jeff Remas, Building Department

SUBJECT: Intergovernmental Agreement with My Government Online

SUMMARY:

I am writing to present a compelling case for transitioning our building permit software from SmartGov (SG) to MyGovernmentOnline (MGO). This move not only addresses the shortcomings of our current software but also offers several significant advantages that will enhance our operations and customer service. Furthermore, by signing an interlocal governmental agreement with MGO, we can avoid the lengthy bidding process of acquiring new software. This report will outline the drawbacks of SG and highlight the numerous benefits of implementing MGO, including the training and rollout plan and the associated costs.

1) Shortcomings of SmartGov:

- a) **Inadequate Reporting Capabilities:** SG needs to meet our current reporting needs. The software's reporting functionality needs to be improved, making it difficult for us to generate comprehensive and customizable reports that provide meaningful insights for decision-making purposes. This inadequacy was evident during our recent financial audit.
- b) **Restricted Workflow Customization:** We have found that the workflow customization options in SG must be improved. As a result, we have had to create multiple workarounds within the software to make it usable for our specific requirements. This hampers efficiency and increases the likelihood of errors.
- c) **Outdated Customer Portal:** SG's online portal must meet the user-friendly standards expected today. It does not provide an optimal experience for our customers, potentially leading to frustration and inefficiencies in their interactions with our permit technicians.
- d) **Slow Response to Change:** SG is slow to respond to enhancement requests critical to the platform's operation. Most requests have no follow-up and are never implemented.

2) Advantages of Transitioning to MyGovernmentOnline:

- a) **Improved Workflow Efficiency:** MGO offers a more efficient workflow than SG. The software provides seamless integration with Bluebeam, eliminating the need

for us to spend \$2,500 per year on Bluebeam Studio Prime. This integration streamlines our processes and enhances collaboration and document management capabilities.

b) **Unlimited Customizable Reports:** Unlike SG, MGO allows us to generate unlimited, fully customizable reports. This empowers us to extract and analyze data more effectively, enabling informed decision-making and enhanced transparency.

c) **Enhanced Customer Service:** MGO's customer portal includes a 1-800 number answered by MGO staff. This feature will significantly reduce the volume of phone calls our permit technicians receive, allowing them to allocate more time to helping customers and processing permits. With approximately 1,200 phone calls per week coming into the Building Department, this improvement will substantially impact our operational efficiency.

d) **Scalability and Separation:** One of the advantages of MGO is its ability to accommodate separation should the interlocal governmental agreement with Gulf Stream terminate. This flexibility allows us to manage Gulf Stream independently, which is impossible with SG.

e) **Extensive Experience and Government Expertise:** MGO is a government agency that has been providing building permit services for over 20 years and created this software 17 years ago. They deeply understand our processes and requirements, similar to our Building Department. Their steady growth in Florida and agreements with larger cities and counties attest to their competence and reliability. Additionally, the Planning and Zoning Module offered by MGO is a valuable addition not currently available in SG.

f) **Full Document Management:** MGO is a complete document management entity and can integrate with Laserfiche if needed, although unnecessary. Data management is provided at no additional cost, even if we terminate our agreement with MGO.

3) Training and Rollout Plan:

a) **Duration:** We estimate that the rollout of MGO will take approximately six months. This will allow a slow-paced, methodical buildout of the software, reducing the pressure on staff.

b) **Simultaneous Use:** We can continue using SG simultaneously with MGO during the rollout period to ensure a seamless transition. This will make it easier for those already in the SG legacy system as they can complete their permits before we transition to MGO.

c) **Data Transfer:** By June 2024, when our SG contract expires, we will have transferred all data from SG to MGO, consolidating our operations into a single software solution.

d) **Training:** The training for MGO is online and includes two in-person sessions. The training will start once the buildout on the software is complete and be incorporated into the staff's daily routine over several months.

4) Cost Analysis:

a) **Current SG Contract:** Our contract with SG is expected to renew at \$18,900 in 2024.

- b) **MGO Pricing:** The MGO subscription is billed monthly at \$1,590, totaling \$19,080 annually. This fee includes all the modules we currently pay for with SG and adds the Planning & Zoning Module, which we don't have in place with SG.
- c) **Additional Savings:** By transitioning to MGO, we can save \$2,500 per year by discontinuing our subscription to Bluebeam Studio Prime.
- d) **No Initial Fees or Setup Costs:** Unlike SG, MGO does not require any initial fees or setup costs, making the transition more cost-effective.
- e) **Training Costs:** The cost analysis should account for the training expenses for MGO, including the recommended travel fee of \$4,400 (two trips at \$2,200).
- f) **Concurrent Costs:** The Building Department has adequate unencumbered funds in the current budget to simultaneously cover the additional cost of operating two software platforms without needing a budget amendment. The concurrent costs end this fiscal year.
- g) **Separation Savings:** There is a separate fee for Gulf Stream, included in the above price, which will be removed in the event of the termination of the ILA, a cost savings to Highland Beach.

Based on the analysis above, the transition to MyGovernmentOnline presents a compelling proposition for our town. It will address our current software's shortcomings and significantly improve workflow efficiency, customer service, reporting capabilities, and scalability. Moreover, the cost analysis demonstrates that MGO offers a competitive pricing structure while providing additional savings through integration and eliminating the need for separate subscriptions.

The benefits and advantages outlined in this report, including the training and rollout plan and associated costs, indicate that MGO is the optimal choice for our building permit software needs; therefore, I recommend proceeding with the transition to MGO and signing an interlocal governmental agreement, bypassing the traditional bidding process.

Thank you for considering this recommendation. Please do not hesitate to contact me for further information or clarification.

FISCAL IMPACT:

No fiscal impact

ATTACHMENTS:

MGO ILA

RECOMMENDATION:

Staff recommends approval for the good of the community

INTERGOVERNMENTAL AGREEMENT FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

1. PARTIES AND PURPOSE

1.1. Town of Highland Beach ("Licensee"), a Municipal Corporation organized and existing under the laws of the State of Florida domiciled in Palm Beach County.

1.2. The South Central Planning and Development Commission ("Licensor") or ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software") and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide services and support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MyPermitNow version X.0 (major update) and MyPermitNow version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs and modules specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement, as enhanced, modified, corrected, upgraded, added, customized, or otherwise changed by SCPDC pursuant to the requirements of the Contract Documents.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new service permits, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Agreement.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license ("License") during the term of this Agreement to use the Licensor's Software, through Internet access only, solely for purposes of using the Licensor's products known collectively as MyGovernmentOnline Software Modules. The scope of the License encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by Schedule A, the License excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to Licensee.

3.2 DELIVERABLES. SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in Schedule A. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in Schedule C, Maintenance and Support.

3.3 COPIES. The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS.

Except as otherwise provided in Schedule A, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the annual License Fee specified in Schedule A. Payments and any interest on late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes.

5.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 SERVICES. SCPDC shall provide all services as described in "Schedule A" for the fees described in "Schedule A".

5.4 EXPENSES. License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC.

Reimbursable Expenses shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Travel expenses for car rental expenses shall be for actual cost.

5.5 INVOICES. All invoices under this Agreement shall be sent to the attention of
Town of Highland Beach
Attn: Accounts Payable
3614 S Ocean Boulevard
Highland Beach, FL 33487 or dmccarty@highlandbeach.us.

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT.

There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and Schedule C.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the Agreement from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1 and 8.3, the non-breaching party may pursue its legal and equitable remedies.

8.3 LICENSEE DATA. In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee's customers ("Licensee Data"). SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

8.4 RETURN OF LICENSEE DATA. To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SCPDC warrants that Licensee's Data and any information stored by SCPDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

8.5 PUBLIC RECORDS. SCPDC acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. SCPDC shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. SCPDC shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, SCPDC agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event SCPDC fails to abide by the provisions of Chapter 119, Florida Statutes, the Licensee may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period SCPDC still fails to allow access to such documents, terminate this Agreement.

If it is acting on behalf of the Town as provided under section 119.011(2), SCPDC specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from public agencies custodian of public records, 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 the contract term and following completion of the contract if the contractor does not transfer the records to the Town.
- (d) Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Owner upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

8.6 CHOICE OF LAW & VENUE. The terms and conditions of this Agreement shall be interpreted by the substantive and procedural law of the State of Florida, and any litigation, including injunctive relief, shall be filed in the Circuit Court of the Fifteenth Judicial Circuit in the State of Florida.

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("Initial Term"). The contract will automatically renew for 12-month periods following the end of the Initial Term and following each subsequent annual term thereafter unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month. Should Licensee terminate this agreement for any or no reason, Licensee shall provide 90-day notice to SCPDC. SCPDC shall provide Licensee access to all stored data, documentation and confidential information produced by the Town of Highland Beach.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

10. NON-ASSIGNMENT.

Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES.

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been

given at the time of actual delivery in person, three (3) business days after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission

To: Town of Highland Beach

Address: 5058 West Main St.
Houma, LA 70360

Address: 3614 S Ocean Boulevard
Highland Beach, FL 33487

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations

of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.10 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF HIGHLAND BEACH

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION "SCPDC"

By:

By:

Marshall Labadie
Town Manager

Kevin Belanger
Chief Executive Officer

Date

8/4/2023

Date

SCHEDULE A
INTERGOVERNMENTAL AGREEMENT
South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S MyGovernmentOnline Software Modules available for subscription under this agreement are: Permits and Licensing (MyPermitNow), Planning & Zoning, Solution Center (Code Enforcement), Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

B. LICENSE FEE

CUSTOM QUOTE

Each item listed below will receive its own custom module with its own unique configuration options for project and work order tracking.

Permits & Licensing Module (unlimited)	\$900.00
Code Enforcement Module	\$200.00
Additional Permit Module for the Town of Gulf Stream	\$260.00
GIS Integration	\$230.00
Monthly Cost:	\$1,590.00

No upfront cost.

Other Fees:

On-Site Visits: Reimbursement of lodging, transportation and meals as defined in section 5.4, plus a 20% administration fee.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
INTERGOVERNMENTAL AGREEMENT
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD

B.1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

B.2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors, and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager

SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 12 of this Agreement.

SCHEDULE C
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

MAINTENANCE AND SUPPORT

1.0 DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address
5058 West Main Street
Houma, LA 70360

Hours of Operation
8:00 a.m. to 4:30 p.m. CST

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Chief Technology Officer

E-mail: support@mygovernmentonline.org

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION.

SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES.

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical

support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

- (i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release
- (ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;
- (iii) Support Call (Tier 1): Issue resolved within one (1) business day, and the problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Contract Documents.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new

versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide (1) training for the use of the updated Software and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this Schedule C shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse licensor for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification, alteration or addition of the Software made by Licensee pursuant to procedures received from SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing;

3.4.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE.

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE.

For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial and renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES.

SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT

Should SCPDC abandon development and support of MyPermitNow system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MyPermitNow Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA.

SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

Accepted:

Town of Highland Beach, Florida

By: Marshall Labadie, Town Manager

Date: _____

South Central Planning and Development Commission

By: Kevin Belanger, Chief Executive Officer

Date: 8/4/23

**TOWN OF HIGHLAND BEACH ADDENDUM TO
INTERGOVERNMENTAL AGREEMENT FOR SCPDC SOFTWARE
LICENSE AND SERVICE AGREEMENT**

This Addendum is made as of the _____ day of _____, 2023, by and between the Town of Highland Beach, a Florida Municipal Corporation ("Town") with a mailing address of 3614 South Ocean Boulevard, Highland Beach, FL 33487 and South Central Planning and Development Commission ("SCPDC") with a mailing address of 5058 West Main Street, Houma, LA 70360.

In consideration of the mutual promises contained in this Addendum and the Intergovernmental Agreement for SCPDC Software License and Service Agreement ("Agreement") between the Town and SCPDC, the Town and SCPDC agree as follows:

SECTION 1 – INDEMNIFICATION

1.1 SCPDC shall indemnify, hold harmless and, at the Town's option, defend or pay for an attorney selected by the Town to defend, the Town and its officials, employees, and representatives, against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels, directly or indirectly arising out of or related to any omission or act by SCPDC, its directors, officers, employees, agents, contractors, subcontractors, licensees, or representatives, in the performance of the Agreement.

1.2 Nothing contained in the Agreement shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time.

SECTION 2 – PUBLIC ENTITY CRIMES

2.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, SCPDC certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 3 – CONTROLLING PROVISIONS

3.1 To the extent that there exists a conflict between this Addendum and the remaining terms, conditions, covenants, and/or provisions of the Agreement, the terms of this Addendum 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 4 – PALM BEACH COUNTY IG

4.1 In accordance with Palm Beach County Ordinance No. 2011-009, the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. SCPDC should review Palm Beach County Ordinance No. 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 5 - ENTIRETY OF CONTRACTUAL AGREEMENT

5.1 The Town and SCPDC agree that the Agreement, as modified by this Addendum, sets forth the entire contract 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 the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 6 – SURVIVAL

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

SECTION 7 – AUDIT; RECORDS

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

SECTION 8 – SCRUTINIZED COMPANIES

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

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

SECTION 9 – E-VERIFY

9.1 Pursuant to Section 448.095(2), Florida Statutes, SCPDC shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors to do the same;

2. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien as defined in Section 448.095(1)(f), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide same to the Town upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement;
6. Be aware that a violation of Section 448.095(5), Florida Statutes, by a subcontractor, and not SCPDC, shall be grounds for the Town to order SCPDC to immediately terminate the contract with the subcontractor; and
7. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, SCPDC may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

TOWN OF HIGHLAND BEACH

By: _____

Print Name: _____

Print Position: _____

Attest: _____

**SOUTH CENTRAL PLANNING AND DEVELOPMENT
COMMISSION**

By: _____

Print Name: Kevin P Belanger

Print Position: Chief Executive Officer

[CORPORATE SEAL]

File Attachments for Item:

A. Senate Bill 774 (Form 6) New Financial Disclosure Requirements for Local Officials Presentation

Senate Bill 774 (Form 6)

New Financial Disclosure Requirements For Local Officials

Presented by: Glen J. Torcivia, Esq
July 28, 2023

1

Overview of SB 774

- Amended F.S. § 112.3144(1)(d) to requires elected members of a governing municipal body to file a Full Disclosure of Financial Interests (Form 6) with the Florida Commission on Ethics.
 - Filing deadline is July 1st
- The disclosure form is a public record and is required by law to be posted to the Commission's website

2

Who Do New Financial Disclosure Requirements Apply To?

- Mayors
- Elected members of the governing body of a municipality
- Any individual appointed to replace an elected official for the remainder of a term

3

When Do New Financial Disclosure Requirements Take Effect?

- New financial disclosure requirements apply to elected officials who hold their positions on or after January 1, 2024
- If an elected official resigns **before** January 1, 2024, they will not have to file a Form 6
- If an elected official resigns on or **after** January 1, 2024, they will be required to file a Form 6F
 - Form 6F must be filed within 60 days after leaving office or employment
 - Form 6F is used to report financial interests between January 1st of the last year of office and the last day of office

4

What Financial Information Must Be Included In Form 6 or Form 6F

- Net Worth
- Assets (valued over \$1,000)
- Liabilities (valued over \$1,000)
- Income
- Interests in specified businesses

5

FORM 6		FULL AND PUBLIC DISCLOSURE		2021	
OF FINANCIAL INTERESTS				FOR OFFICE USE ONLY:	
Please print or type your name, mailing address, agency name, and position below.					
LAST NAME — FIRST NAME — MIDDLE NAME:					
MAILING ADDRESS:					
CITY: ZIP: COUNTY:					
NAME OF AGENCY:					
NAME OF OFFICE OR POSITION HELD OR SOUGHT:					
CHECK IF THIS IS A FILING BY A CANDIDATE <input type="checkbox"/>					
PART A — NET WORTH					
Please enter the value of your net worth as of December 31, 2021 or a more current date. [Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.]					
My net worth as of _____, 20____ was \$_____.					
PART B — ASSETS					
HOUSEHOLD GOODS AND PERSONAL EFFECTS: Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry, collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.					
The aggregate value of my household goods and personal effects (described above) is \$_____.					
ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:					
DESCRIPTION OF ASSET (specific description is required - see instructions p.4)					VALUE OF ASSET
PART C — LIABILITIES					
LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):					
NAME AND ADDRESS OF CREDITOR					AMOUNT OF LIABILITY
JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:					
NAME AND ADDRESS OF CREDITOR					AMOUNT OF LIABILITY

CE FORM 6 - Effective June 2, 2022
Repealed by reference in Rule 16.6-8.002(1), F.A.C.

(Continued on reverse side)

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PART D — INCOME			
Identify each separate source and amount of income which exceeded \$1,000 during the year, including secondary sources of income. Or attach a complete copy of your 2021 federal income tax return, including all W-2s, schedule, and attachments. Please indicate any social security or account numbers before attaching your returns, as the law requires these documents be posted to the Commissioner's website.			
<input type="checkbox"/> I failed to file a copy of my 2021 federal income tax return and all W-2s, schedule, and attachments. [If you check this box and attach a copy of your 2021 tax return, you need not complete the remainder of Part D.]			
PRIMARY SOURCES OF INCOME (See instructions on page 5):			
NAME OF SOURCE OF INCOME EXCEEDING \$1,000	ADDRESS OF SOURCE OF INCOME	AMOUNT	
SECONDARY SOURCES OF INCOME (Major customers, clients, etc., of businesses owned by reporting person—see instructions on page 13)			
NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCE OF BUSINESS INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
PART E — INTERESTS IN SPECIFIED BUSINESSES [Instructions on page 6]			
BUSINESS ENTITY # 1 BUSINESS ENTITY # 2 BUSINESS ENTITY # 3			
NAME OF BUSINESS ENTITY	ADDRESS OF BUSINESS ENTITY	PRINCIPAL BUSINESS ACTIVITY	POSITION HELD WITH ENTITY
I OWN MORE THAN A 3% INTEREST IN THE BUSINESS			
NATURE OF MY OWNERSHIP INTEREST			
PART F — TRAINING			
This section applies only to officers required to complete annual ethics training pursuant to section 112.3142, F.S. [See instructions p. 6]			
<input type="checkbox"/> I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.			
OATH			
STATE OF FLORIDA			
COUNTY OF _____			
I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed on this form and any attachments hereto is true, accurate, and complete.			
[Signature of Notary Public—State of Florida]			
[Print, Type, or Stamp Commissioned Name of Notary Public]			
SIGNATURE OF REPORTING OFFICIAL OR CANDIDATE			
Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____			
If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:			
I, _____, prepared the CE Form 6 in accordance with Act 11, Sec. 8, Florida Constitution, Section 112.3144, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.			
Signature _____ Date _____			
Preparation of this form by a CPA or attorney does not relieve the filer of the responsibility to sign the form under oath.			
IF ANY OF PARTS A THROUGH F ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE <input type="checkbox"/>			

CE FORM 6 - Effective June 2, 2022
Repealed by reference in Rule 16.6-8.002(1), F.A.C.

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Net Worth (Part A)

- Add value of all assets
 - Aggregate value of household good and personal effects reported in Part B,
 - Value of all assets worth over \$1,000 reported in Part B, and
 - Value of any asset worth less than \$1,000 that were not reported in Part B
- Then subtract value of all liabilities
 - Total value of liabilities reported in Part C, and
 - Total value of unreported liabilities
 - Does **not** include joint and several liabilities

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Assets (Part B)

- Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000
 - *E.g.*, jewelry, guns, art, furniture, vehicles for personal use (whether owned or leased)
- Assets individually valued at over \$1,000
 - *E.g.*, interests in real property; cash; stocks; bonds; bank accounts; Deferred Retirement Option Program accounts; Florida Prepaid College Plan; investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan

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Liabilities (Part C)

- Generally, must report liabilities over \$1,000
 - *E.g.*, accounts, notes, and interest payable; debts or obligations to governmental entities; judgments; unpaid portion of vehicle leases
- Do not have to report the following liabilities
 - Credit card and retail installment accounts
 - Taxes owed (unless the taxes have been reduced to a judgment)
 - Contingent liabilities
 - Liabilities that are solely spouse's responsibility
- Must also report joint and several liabilities
 - Example: If you and a business partner have a \$100,000 business loan from a bank, you should report \$50,000 as a personal liability and \$50,000 as a joint and several liability

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Income (Part D)

- Can either complete Part D or attach a copy of complete federal income tax return including all schedules, W2's and attachments
- Income means the same as "gross income" for federal income tax purposes, even if the income is not actually taxable
 - *E.g.* compensation for services, gross income from business, gains from property dealings, interests, rents, dividends, pensions, IRA distributions, alimony (but not child support)
- Must also report Secondary Income, which only applies if:
 1. You owned during the disclosure period, more than 5% of the total assets or capital stock of a business entity, **and**
 2. You received more than \$1,000 in gross income from that business entity during the period

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Interests in Specified Business (Part E)

- Must disclose if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period, more than 5% of the total assets or capital stock of certain types of businesses
 - State and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies; entities controlled by the Public Service Commission; entities granted a franchise to operate by either a city or a county government
- Must disclose if you are or were at any time during the reporting period an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process)

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Potential Penalties for Failure to Comply (§ 112.317 F.S.)

- Impeachment
- Removal or suspension from office
- Public censure and reprimand
- Reduction in Salary
- Forfeiture of no more than one-third of his or her salary per month for no more than 12 months
- Civil Penalty not exceeding \$20,000

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Thank You!!

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